

THIS AGREEMENT INCLUDES (i) THIS DOCUMENT, INCLUDING THE PARTICIPATION DISCLOSURE (THE “**PARTICIPATION DISCLOSURE**”) (ii) THE ARBITRATION AGREEMENT IN SECTION 31 (WHICH THE PARTICIPANT CAN REJECT); (iii) THE REGISTRATION FORM; (iv) THE FINAL DISCLOSURE, WHICH WILL BE PROVIDED TO THE PARTICIPANT UPON EXECUTION OF THIS AGREEMENT TO SUMMARIZE THE TERMS OF THE AGREEMENT AND THE PARTICIPANT’S OBLIGATIONS (THE “**FINAL DISCLOSURE**” AND, COLLECTIVELY WITH THE PARTICIPATION DISCLOSURE, THE “**DISCLOSURES**”); AND (v) THE CONSENT TO ELECTRONIC COMMUNICATIONS.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. THE PARTICIPANT MAY OPT-OUT OF ARBITRATION BY FOLLOWING THE PROCEDURE SET FORTH IN SECTION 31.

THE PARTICIPANT IS ADVISED TO SEEK ADVICE ON HIS OR HER FINANCING OPTIONS FROM A TRUSTED ADVISOR BEFORE SIGNING THIS AGREEMENT.

THIS AGREEMENT IS NEITHER A LOAN, CREDIT NOR AN ASSIGNMENT OF WAGES. IT REPRESENTS THE PARTICIPANT’S OBLIGATION TO PAY A SPECIFIC PERCENTAGE OF HIS OR HER FUTURE EARNED INCOME AND DOES NOT GIVE RIGHTS TO THE COMPANY REGARDING THE PARTICIPANT’S EDUCATIONAL, TRAINING, OR EMPLOYMENT PURSUITS. THE TOTAL AMOUNT THE PARTICIPANT WILL PAY UNDER THIS AGREEMENT WILL VARY DEPENDING UPON THE PARTICIPANT’S FUTURE EARNED INCOME AND MAY BE MORE OR LESS THAN THE AMOUNT OF FUNDS THE PARTICIPANT RECEIVES.

INCOME SHARING AGREEMENT

THIS INCOME SHARING AGREEMENT (this “**Agreement**”) is entered into on [DATE] (“**Effective Date**”), by and between [PARTY], an individual residing at [ADDRESS] (the “**Participant**”) and Avenify Corporation, a company registered and organized under the laws of Delaware, having its principal place of business at [905 Bristlewood Drive, McKinney, Texas 75072], and its successors and assigns (the “**Company**”). The Participant and the Company may each be referred to as a “**party**”, and together, the “**parties**”.

NOW THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In addition to the definitions listed above and as otherwise called out in this Agreement, the following definitions apply to terms used in this Agreement:

- a. “**Agreement**” means this Income Sharing Agreement.
- b. “**Business Day**” means Monday through Friday, except for federal holidays in the United States.

- c. “**Company**” means Avenify Corporation, a corporation registered and organized under the laws of Delaware, having its principal place of business at [905 Bristlewood Drive, McKinney, Texas 75072], and its successors and assigns.
- d. “**Deferment Period**” means a period during which the Participant is not required to make Monthly Payments due to the Participant meeting certain criteria, such as going back to school or earning below the Earned Income threshold.
- e. “**Documentation for Deferment**” means such documentation acceptable to the Company demonstrating a circumstance that qualifies the Participant for a deferment as described in Section 4.
- f. “**Earned Income**” means the Participant’s total wage and self-employment income. If applicable, “Earned Income” includes all income reported on a joint income tax return, minus, to the extent documented to the Company’s satisfaction, any income earned solely by the Participant’s spouse. In the Company’s discretion, the Company may estimate the Participant’s Earned Income using documentation other than the Participant’s U.S. federal income tax return, provided the documentation is another verifiable source acceptable to the Company.
- g. “**Formal Earned Income Documentation**” means a year-end pay stub, Form W-2, Form 1099, Schedule K-1, or other verifiable source acceptable to the Company for each source of Earned Income in the prior calendar year.
- h. “**Funding Amount**” means the amount of money set forth in the Participant’s Final Disclosure that the Company disburses to the Participant’s Account (defined below) for the academic year. The Funding Amount is the total amount the Company will disburse for the current academic year. [The Funding Amount will be disbursed in two (2) equal parts, with the first part being disbursed at the beginning of the fall semester and the second part being disbursed at the beginning of the spring semester.]
- i. “**Grace Period**” means a term of six (6) months beginning on the date the Participant graduates or withdraws from or falls below halftime enrollment status at the University.
- j. “**Higher Education or Training**” means a program of study at an institution that is eligible under Title IV of the Higher Education Act, as amended from time to time.
- k. “**Income Share**” means the fixed percentage of the Participant’s Earned Income that the Participant will owe during his or her payment obligation in return for the Funding Amount the Participant receives. It is not an interest rate or annual percentage rate.
- l. “**Informal Earned Income Documentation**” means a copy of any pay stub or letter from the Participant’s employer containing the Participant’s salary information, a self-employment contract, a consulting agreement, a good faith estimate of the Participant’s self-employment income for the current calendar year (along with documentation of the basis for such estimate), or another verifiable source acceptable to the Company for each source of Earned Income.
- m. “**Monthly Payment**” means the Participant’s Income Share multiplied by the amount of the Participant’s monthly Earned Income.
- n. “**Participant**” means [NAME], an individual residing at [ADDRESS].
- o. “**Participant’s Account**” means the bank account associated with the Participant where the Company disburses the Funding Amount for the University.

- p. “**Payment Cap**” means the maximum amount the Participant will pay under this Agreement, not including fees and collection costs.
- q. “**Payment Term**” means the period during which the Participant pays the Company a Monthly Payment. The Participant’s Payment Term may be extended as described in this Agreement.
- r. “**Qualifying Circumstances**” means the circumstances described in Section 4.c.
- s. “**Statement**” means a statement in writing presented by Participant when the Participant wishes to obtain a waiver based on total and permanent disability, and which is accompanied by a physician’s statement and such other information or documentation that the Company may require, showing that the Participant is unable to work in any occupation due to a condition that began or deteriorated after the date of the Final Disclosure and that the disability is expected to be permanent.
- t. “**University**” means [NAME] University, its affiliates, successors and assigns.

2. Contract Terms. The Participation Disclosure sets forth the Participant’s Funding Amount, Income Share, Payment Term and Payment Cap, which terms will also be reflected on the Final Disclosure. In the event that these terms are adjusted during the review and certification process, the Participant will be provided with a new or amended Final Disclosure. The Final Disclosure and any new or amended Final Disclosure will also inform the Participant of his or her right to cancel period and instructions for exercising the Participant’s right to cancel. In the event of any inconsistency between this Agreement and the Disclosures, or between the Disclosures, the Final Disclosure controls. If the full Funding Amount is still available in the Participant’s Account (“**Participant’s Account**”) on the date that the Company receives notice of cancellation, then this Agreement will be cancelled in full. If the Participant has already taken disbursements from the Participant’s Account such that the full Funding Amount is not available in the Participant’s Account on the date that the Company receives notice of cancellation, then this Agreement will be amended and a new Final Disclosure distributed to the Participant indicating a Funding Amount equal to the amount that Company was not able to recapture from the Participant’s Account, unless the Participant refunds such amount to the Company within three (3) Business Days after the Participant’s cancellation notice.

3. Payment.

a. Payment Term. The Participant’s Payment Term begins on the first day of the month following the end of the Participant’s Grace Period. The Payment Term may be suspended in certain circumstances as explained in Section 4.

b. Monthly Payments. Except as set forth below, during the Payment Term, the Participant agrees to make Monthly Payments to the Company by the first Business Day of each month unless the Participant and the Company agree to a different date in writing (via email acceptable). Payments are applied first to fees, if any, and then to the Monthly Payment owed. Should the Participant make all required payments on time during the Payment Term, the Participant will not owe anything at the end of the Payment Term even if the Participant’s aggregate payments are less than his or her Funding Amount.

c. *Calculation of Initial Monthly Payments.* Not later than one month before the Participant's first scheduled payment is due, the Participant shall provide to the Company one of the following forms of documentation, dated not earlier than thirty (30) days before the date the Participant provides it to the Company:

(i) A copy of any pay stub or letter from the Participant's employer containing the Participant's salary information, a self-employment contract, a consulting agreement, a good faith estimate of the Participant's self-employment income for the current calendar year (along with documentation of the basis for such estimate), or another verifiable source acceptable to the Company for each source of Earned Income (collectively, "***Informal Earned Income Documentation***"); or

(ii) Documentation acceptable to the Company demonstrating a circumstance that qualifies the Participant for a deferment as described in Section 4 ("***Documentation for Deferment***").

d. *Annual Reconciliation.* On or before April 30 of each year of the Payment Term and April 30 following the end of the Payment Term, the Participant agrees to provide the Company with:

(i) A completed and signed IRS Form 4506T or Form 4506T-EZ (or any successor form) designating the Company as a recipient of a transcript of the Participant's tax return information for returns covering any and all months of the Participant's Payment Term, dated no earlier than thirty (30) days before the date the Participant provides it to the Company; and (ii) one of the following to verify the Participant's Earned Income or deferment status for the preceding year:

- I. A year-end pay stub, Form W-2, Form 1099, Schedule K-1, or other verifiable source acceptable to the Company for each source of Earned Income in the prior calendar year (collectively, "***Formal Earned Income Documentation***"); or
- II. If this Agreement is in a deferment status, updated documentation to re-verify the Participant's Documentation for Deferment.

If the Participant is not in deferment status, the Company will review the Formal Earned Income Documentation to determine whether the payments the Participant made in the prior calendar year were greater or lesser than what the Participant actually owed. If the Participant underpaid, the Company will invoice the Participant for, and the Participant agrees to pay, the difference by the deadline stated in the invoice. If the Participant overpaid, the Company will apply excess amounts first to unpaid fees and second as a credit toward future payments due. If the Participant overpaid in the final year of the Participant's Payment Term, the Company will refund such excess amounts.

e. *Annual Adjustment of Monthly Payments.* The Company will re-estimate the Participant's Monthly Payment effective each [June 1]. The Participant has two options:

(i) On or before April 30 of each calendar year of the Payment Term, the Participant can provide the Company with Informal Earned Income Documentation for each

source of Earned Income for the current calendar year and the Company will use this to re-estimate the Participant's Monthly Payments; or

(ii) if the Participant chooses to not provide the Company with new documentation pursuant to Section 3 and is not in deferment pursuant to Section 4, the Company will assume the Participant's Earned Income has increased by ten (10) percent and adjust the Participant's Monthly Payments accordingly, beginning with the payment due [June 1]. Since this is an estimate of the Participant's current Earned Income, it may result in Monthly Payments that are either higher or lower than what the Participant actually owes. Any over or underpayments will be reconciled the following calendar year as described in Section 3(d).

f. *Periodic Adjustment of Monthly Payments.* If the Participant is not in a deferment status, the Participant will inform the Company of any changes in his or her monthly Earned Income within thirty (30) days of such change and send the Company an updated Informal Earned Income Documentation as soon as it is available to the Participant and upon its receipt, the Company will recalculate the Participant's Monthly Payments. In addition, if information that the Participant provides pursuant to Section 7 shows that the Participant's Earned Income has changed during the year, the Company may also modify Monthly Payments at the time even if the Participant did not supply the Company with updated Informal Earned Income Documentation. This includes changes in the Participant's Earned Income due to fluctuations in his or her self-employment income, whether as a consultant or otherwise. Periodic modifications in the Participant's Monthly Payments may avoid significant underpayments or overpayments during the annual reconciliation process set forth in Section 3(d).

4. Extension of Payment Term.

a. *Deferments.* During the Payment Term, the Participant is not required to make Monthly Payments during any period in which the Participant meets certain criteria specified in Section 4.c. (each a "***Deferment Period***").

b. *Process.* The Participant's account will be placed in an inactive or deferment status once Participant provides Documentation for Deferment. Depending on the Qualifying Circumstances described below, the Company will extend the Payment Term by one month for each month of deferment [for up to sixty (60) months as described below]..

c. *Deferment Period Criteria.* The Participant's account will be placed into a paused status, and the Payment Term will be extended if the Participant is (i) enrolled at least half-time (as defined by the Participant's institution) in Higher Education or Training and are making satisfactory academic or training progress in the program; (ii) employed part-time and earning less than an annual Earned Income of \$ 20,000; or (iii) not in the labor force (not working and not actively seeking employment; e.g., taking time off due to illness or to care for a child, relative or spouse). The Payment Term will not be extended but Monthly Payment will be \$0 if: (1) the Participant is employed full-time and is earning an annual Earned Income of not more than \$ 20,000, or (ii) the Participant is unemployed but actively seeking employment and providing proof of such effort in seeking employment.

Qualifying Circumstances	Monthly Payment	Is Payment Term Extended?
If the Participant is enrolled at least half-time (as defined by the Participant's institution) in Higher Education or Training and is making satisfactory academic or training progress in the program.	\$0	Yes
If the Participant is employed part-time and earning less than an annual Earned Income of \$ 20,000.	\$0	Yes
If the Participant is not in the labor force (not working and not actively seeking employment; e.g., taking time off due to illness or to care for a child, relative or spouse)	\$0	Yes
If the Participant is employed full-time and is earning an annual Earned Income of \$ 20,000	\$0	No
If the Participant is unemployed (but actively seeking employment and providing proof of such effort in seeking employment)	\$0	No

If the Participant no longer qualifies for deferment status under the abovementioned circumstances, the Participant shall notify the Company within thirty (30) days of such non-qualification.

5. Grace period. The Participant will not owe any payments while the Participant is enrolled at the University or during the Participant's six (6) month Grace Period.

6. Disbursement; Setoff. The Company, or a third-party servicer engaged by the Company, shall disburse the Funding Amount set forth in the Final Disclosure on the Participant's behalf to the University and will send the Participant a funding confirmation notice that itemizes the disbursed funds. The Company may have a right to setoff the disbursement against any amounts due to the Company for pre-existing outstanding tuition and fees on the Participant's Account.

7. Notice of Certain Changes. The Participant agrees to notify the Company within thirty (30) days of any change in the following:

- a. Primary residence address, phone number or email, or any other material change to information previously provided to the Company;
- b. Employment status, including both termination of employment and new employment;
- c. Monthly Earned Income;

- d. Marital status, to the extent reasonably required for the Company to exclude earnings of the Participant's spouse from the calculation of the Participant's Earned Income; and
- e. Enrollment status in Higher Education or Training.

8. Tax Returns. For the tax year in which the Participant's Payment Term begins through the tax year in which the Participant's Payment Term ends, the Participant agrees to file the Participant's U.S. federal income tax returns no later than April 15 of the following year. The Participant agrees to notify the Company of any extension the Participant seeks for filing federal income tax returns. Moreover, if requested by the Company, the Participant agrees to sign and file IRS Form 4506-T or Form 4506T-EZ (or any successor form) designating the Company as the recipient of the Participant's tax return information for returns covering any and all years of the Payment Term within sixty (60) days of any such request. The Participant also agrees to perform any similar requirements or procedures for any other applicable country's taxing authority. If the Participant is married or marries and files taxes jointly with his or her spouse, the Participant agrees to provide evidence of the Participant's individual Earned Income so that the Company can exclude the spouse's income from the Participant's Monthly Payment.

9. Early Termination; Payment Cap. If the Participant desired to extinguish his or her obligations under this Agreement prior to the expiration of the Payment Term, the Participant may at any time pay an amount equal to the Payment Cap, less any Monthly Payments already made, plus any outstanding fees, as satisfaction in full of the Participant's payment obligations under this Agreement. The sum of the total Monthly Payments the Participant owes under this Agreement will not exceed the Payment Cap, plus fees described in the Disclosures.

10. Limit on Other Income-Based Agreements. The Participant agrees that the Participant has not and will not enter into additional income-based agreements with the Company or another person that, in the aggregate, obligates the Participant to pay a total share of the Participant's income exceeding fifteen (15) percent of the Earned Income. Loans with income-driven repayment plans, including federal student loans, will not be considered income-based agreements under this Section.

11. Fee. The following fees apply, subject to applicable law:

Description	Amount
<p>Late Payment Fee</p> <p>A fee charged if the Participant does not make any payment due under this Agreement on or before the 10th day after the due date. Any payment received after 6:00 PM Eastern time on a Business Day is deemed received on the next Business Day.</p>	<p>The lesser of \$5 and 5% of the payment amount due</p>
<p>Returned Payment Fee</p> <p>A fee charged if any payment is returned or fails due to insufficient funds in the Participant's account or for any other reason.</p>	<p>\$25</p>

12. Waiver of this Agreement Due to Death or Total and Permanent Disability.

The Company will waive the remainder of what the Participant owes under this Agreement, including any past due amounts and fees, if the Participant dies or becomes totally and permanently disabled. The Participant or the estate of the Participant must provide the Company with any tuition refund, which the Company will apply to the Funding Amount. If the Participant would like to assert a waiver based on total and permanent disability, the Participant will need to submit a statement in writing (“*Statement*”) accompanied by proof of a disability determination by the Social Security Administration approving the Participant’s eligibility for Supplemental Security Income based on disability, and such other information or documentation that the Company may require, showing that the Participant is unable to work in any occupation due to a condition that began or deteriorated after the date of the Final Disclosure and that the disability is expected to be permanent. Unless the Monthly Payments already are deferred under Section 4, the Participant must continue to make payments until the time the Statement is completed to the Company’s satisfaction. If the Company approves the Participant’s Statement, the waiver will be effective as of the date of the completed application.

13. Default and Remedies.

a. *Default.* Without prejudice to the Company’s other rights and remedies hereunder, and subject to applicable law, the Company may deem the Participant to be in default under this Agreement upon: (i) the Participant’s failure to make any payment in full and on time for four (4) consecutive months; (ii) the Participant’s failure to provide Formal or Informal Earned Income Documentation or Documentation for Deferment as required by Sections 3.c. and 3.d. within one (1) year of its due date; (iii) the Participant’s failure to provide the Company with a completed and signed IRS Form 4506-T or Form 4506T-EZ (or any successor form) within thirty (30) days of the annual deadline or the Company’s separate request, as set forth in Sections 3.d. and 8; or (iv) the Participant’s violation of any other provision of this Agreement that impairs the Company’s rights, including but not limited to the Company’s receipt of information it deems to be materially false, misleading or deceptive.

b. *Remedies Upon Default.* Subject to applicable law (including any notice and/or cure rights provided by applicable law), upon default, the Company may elect to (i) collect the Payment Cap, less any Monthly Payments already made and plus any outstanding fees, (ii) enforce all legal rights and remedies in the collection of such amount and related fees, including any rights available to it to set off any state tax refund, or (iii) utilize any combination of these remedies. The Participant agrees to pay the Company court costs, reasonable attorneys’ fees, collection fees charged by states for state tax refund set-off, and other collection costs related to the default (including the Company’s fees and costs due to the Participant’s bankruptcy or insolvency, if applicable) to the extent permitted by applicable law.

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

14. Representation and Warranty by Participant. The Participant represents and warrants that all information provided in connection with this Agreement is true and accurate and the Participant has not provided any false, misleading or deceptive statements or omissions of fact. Except as disclosed to the Company in the this Agreement, the Participant represents and warrants that: (i) the Participant has 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; (ii) the Participant is not contemplating bankruptcy and the Participant has not consulted with an attorney regarding bankruptcy in the past six months; (iii) the Participant is at least 18 years of age and the age of majority in the state of current residence; (iv) the Participant is a U.S. citizen or permanent resident; (v) the Funding Amount will be used toward the Participant's cost of attendance at the University; and (vi) the Participant has filed all federal tax returns and reports as required by law, they are true and correct in all material respects, and the Participant has paid all federal taxes and other assessments due.

15. Tax Reporting.

a. The Participant agrees and acknowledges that the federal, state and local income tax consequences of this Agreement are not certain, and that the Company has not provided the Participant with any tax advice or assurance of specific consequences.

b. Notwithstanding Section 15.a, recognizing that all parties are best served by consistent, good faith tax reporting of the transaction in accordance with what the parties believe to be its economic substance, except as otherwise required by law, the Participant agrees to report the transaction for federal, state and local income tax purposes as a financial contract and not as a loan or any other form of indebtedness. Whether the financial contract results in a gain or loss will be unknown until the end of the Payment Term or until this Agreement is terminated, if prior to the end of the Payment Term. Under tax law, when the parties do not know the extent of the gain or loss from a transaction when it occurs, they can treat the transaction as an "open transaction" and determine the consequences once the final terms are known. Under this tax treatment, it is expected that the Participant will not recognize the Funding Amount as income when the Participant enters into this Agreement. *Upon the maturity or termination of this Agreement, if the aggregate amount of cash the Participant received from the Company is greater than the aggregate sum of the payments the Participant made to the Company during the Participant's Payment Term, then the Participant will likely recognize ordinary income equal to the difference between the amount of cash received from the Company and the sum of the payments the Participant made to the Company.* The Participant agrees to file his or her federal, state and local income tax returns in accordance with this expected tax treatment unless the Participant notifies the Company in writing at least thirty (30) days before filing any such return that the Participant intends to take a contrary position.

c. The Participant acknowledges that because the appropriate tax reporting is uncertain, the IRS and/or state or local taxing authorities may challenge the method of reporting described above, and new legislation may affect the federal, state or local tax treatment of this Agreement. If such a challenge were to succeed, the Participant could have significantly greater tax liability at a significantly earlier time or times than would be the case under the method described above. While the Company is under no obligation to do so, it is also possible that the Company may seek a ruling from the IRS during the Participant's Payment Term regarding these

tax consequences. *The Participant agrees and acknowledges that the Participant has had an opportunity to consult with the Participant's own trusted advisor about the tax consequences of entering into this Agreement and receiving the Funding Amount.*

16. Electronic Delivery. The Company may decide to deliver any documents or notices related to this Agreement by electronic means. Except as otherwise provided in the Consent to Electronic Communications, the Participant agrees to receive such documents or notices by electronic delivery and to participate through an online or electronic system established and maintained by the Company or a third party designated by the Company.

17. Automatic Reminders. The Company may use automated telephone dialing, text messaging systems and electronic mail to provide messages to the Participant 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 the Participant or someone else. These messages may also be recorded in the Participant's voicemail. The Participant gives the Company permission to call or send a text message to any telephone number the Participant provides now or in the future and to play prerecorded messages or send text messages with information about this Agreement over the phone. The Participant also gives the Company permission to communicate such information to the Participant via electronic mail. The Participant agrees that the Company will not be liable to the Participant for any such calls or electronic communications, even if information is communicated to an unintended recipient. The Participant understands that, when the Participant receives such calls or electronic communications, the Participant may incur a charge from the company that provides the Participant with telecommunications, wireless and/or Internet services. The Participant agrees that the Company has no liability for such charges.

18. Telephone Recording. The Participant understands and agrees that the Company may monitor and/or record any of the Participant's phone conversations with the Company.

19. Consent to Credit and Income Verification; Credit Reporting.

a. The Participant authorizes the Company to obtain the Participant's credit report, verify the information that the Participant provides to the Company, and gather additional information that may help the Company assess and understand the Participant's performance under this Agreement. The Participant understands that the Company may verify the Participant's information and obtain additional information using a number of sources, including but not limited to consumer reporting agencies, other third party databases, past and present employers, other school registrars, public sources, and personal references provided by the Participant. If the Participant asks, the Participant will be informed whether or not the Company obtained a credit report and, if so, the name and address of the consumer reporting agency that furnished the report. The Participant also understands and agrees that the Company may obtain a credit report and gather additional information, including from the sources described above, in connection with the review or collection of this Agreement. The Participant consents to the Company's sharing of the Participant's information with the Company's affiliates and financing parties, which the Company will do using reasonable data security procedures.

b. The Participant authorizes the Company to report information about this Agreement to credit bureaus. Although this Agreement is not expected to be deemed “a loan or other debt or credit instrument,” the Company may inform credit bureaus about the Participant’s positive payment behavior when the Participant makes payments as agreed. However, this also means that late payments, missed payments or other defaults under this Agreement may be reflected in the Participant’s credit report.

20. Amendments and Waivers. The Company may amend this Agreement by providing the Participant with 30 days advance written notice of any significant changes. Such notice shall be sent to the Participant’s address as listed in the Company’s records. However, if an amendment is necessary to comply with changes in applicable law, the Company may amend this Agreement without providing the Participant such advance notice. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

21. Customer Identification Policy. To help the government fight the funding of terrorism and money laundering activities, the Company will obtain, verify and record information that identifies each person who enters into this Agreement. What this means for the Participant: when the Participant enters into this Agreement, the Company reserves the right to ask for the Participant’s name, address, date of birth and other information that will allow the Company to identify the Participant. The Company may also ask to review the Participant’s driver’s license or other identifying documents, or for the Participant to provide true and correct copies to the Company.

22. Governing Law. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto and thereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. Notwithstanding the foregoing, federal law shall govern the Arbitration Agreement in Section 31.

23. Entire Agreement. This Agreement 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 the Participant and the Company relating to the subject matter hereof.

24. Successors and Assigns. 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. The Company may sell, assign or otherwise transfer any of its rights, economic benefits or obligations under this Agreement. The Participant may not assign, whether voluntarily or by operation of law, any of the Participant’s rights, economic benefits or obligations under this Agreement, except with the prior written consent of the Company.

25. Notices. Any notice, 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 when sent by email or two (2) Business Days after being deposited in the U.S. mail as certified or

registered mail with postage prepaid. Notices to the Company shall be sent by first class U.S. mail or nationally recognized overnight courier to [905 Bristlewood Drive, McKinney, Texas 75072], with a copy to [EMAIL]. The Company may modify its notice address by written notice to the Participant. Notices to Participant shall be sent to the email or physical mail addresses set forth below the Participant's signature on this Agreement, or as subsequently modified by written notice to the Company in accordance with this Section 25.

26. Severability. Except as set forth in the Arbitration Agreement, if one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

27. 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 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.

28. Independent Decision to Enter into this Agreement. The Participant agrees that this Agreement is an arms-length transaction. The Participant agrees that the Company is not an agent or fiduciary or advisor in the Participant's favor in connection with the execution of this Agreement. The Participant agrees that the Company has not provided any legal, accounting, investment, regulatory or tax advice with respect to this Agreement.

29. Marriage. If the Participant is married or gets married, the Participant agrees to document his or her income separately from the Participant's spouse's and to provide the Company with the necessary documentation to calculate the Participant's individual Earned Income. [If the Participant is married and lives in California on the date the Participant signs this Agreement or during the term hereof, the Participant agrees to hold his or her Earned Income in a separate bank account from Participant's spouse.]

30. Notice and Cure. Prior to initiating a lawsuit or arbitration regarding a Claim (as defined in Section 31 below), the party asserting the Claim (the "**Complaining Party**") shall give the other party (the "**Defending Party**") written notice of the Claim (a "**Claim Notice**") and a reasonable opportunity, not less than 30 days, to resolve the Claim. If the Company is the Complaining Party, the Company will send the Claim Notice to the Participant at the email or physical address appearing in the Company records or, if the Participant is known to be represented by an attorney, to the Participant's attorney at his or her office address. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Complaining Party must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.

31. Arbitration Agreement.

a. Except as expressly provided below, the Participant and the Company agree that any past, present or future claim, dispute or controversy, regardless of the legal theory on which it is based, arising out of, relating to or in connection with this Agreement, or that arises from or is related to any relationship resulting from this Agreement (a “**Claim**”), shall be submitted to and resolved on an individual basis by binding arbitration under the Federal Arbitration Act, 9 U.S.C. §§1 et seq. (the “**FAA**”) before the American Arbitration Association (the “**AAA**”) under its Consumer Arbitration Rules (the “**AAA Rules**”), in effect at the time the arbitration is brought, unless the Company and the Participant agree in writing to arbitrate before a different party. If a Claim is arbitrated, it will be resolved by a neutral third-party arbitrator, and not by a judge or a jury, and Participant and the Company knowingly and voluntarily waive the right to a jury trial on such Claim. “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims 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). If the AAA is unable to serve as administrator and the Company and the Participant cannot agree on a replacement, a court with jurisdiction will select the administrator or arbitrator. The AAA Rules are available online at www.adr.org. For purposes of this Arbitration Agreement, (1) the term “Company” includes (a) Avenify Corporation, (b) any successor, assignee, transferee, agent, designee or servicer of Avenify Corporation; (c) any affiliates, subsidiary, and/or parent of the persons and entities referenced in (a) or (b); (d) the officers, directors, employees, stockholders, members, affiliates, subsidiaries, and parents of all of the foregoing in (a) through (c); and (e) any party named as a co-defendant with the Company in a Claim asserted by the Participant, such as servicers and debt collectors; and (2) the term “Participant” means the Participant. Notwithstanding the above, if a Claim that the Participant or the Company wishes to assert against the other is cognizable in a small claims court (or the Participant’s state’s equivalent court) having jurisdiction over the Claim and the parties, the Participant or the Company may pursue such Claim in that small claims court; however, if the Claim is transferred, removed, or appealed to a different court, it shall be resolved by arbitration. 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 the Agreement as a whole is for the arbitrator.

b. Any arbitration hearing that the Participant attends will take place in a location that is reasonably convenient for the Participant. If the Participant cannot obtain a waiver of the AAA’s or arbitrator’s filing, administrative, hearing and/or other fees, [the Company will consider in good faith any request by the Participant for the 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 gives 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, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys’ fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her

award. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

c. This Arbitration Agreement shall survive the termination of this Agreement, the Participant's fulfillment or default of the Participant's obligations under this Agreement and/or the Participant's or the Company's bankruptcy or insolvency (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.

d. RIGHT TO REJECT: The Participant may reject this Arbitration Agreement by mailing a signed rejection notice to Avenify Corporation – [905 Bristlewood Drive, McKinney, Texas 75072] within thirty (30) calendar days after the date of this Agreement. Any rejection notice must include the Participant's name, address, email address, telephone number and account number. If the Participant rejects this Arbitration Agreement, that will not affect any other provision of this Agreement.

32. CLASS ACTION WAIVER: IF A CLAIM IS ARBITRATED, NEITHER THE PARTICIPANT NOR THE COMPANY WILL HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. Further, unless both Participant and the Company agree otherwise in writing, any arbitrator appointed pursuant to Section 31 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 in favor of the party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a determination is made in a proceeding involving the Company and the Participant 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.

e. **Waiver of Jury Trial.** The participant acknowledges and agrees that, inasmuch as the purpose of the arbitration agreement in Section 31 is to require that all claims be resolved by binding arbitration, no party to this Agreement shall be entitled to a trial by jury if such arbitration agreement is in effect. Moreover, to the extent the participant timely and adequately rejects the arbitration agreement in Section 31, or if for any other reason a claim is not arbitrated, the Company and the Participant knowingly and voluntarily waive, to the fullest extent permitted by law, any right to a trial by jury with respect to any claim.

[Signature Page Follows.]

The parties, intending to be legally bound, are signing this Income Sharing Agreement as of the Effective Date.

[NOTICE TO PARTICIPANT

1. Do not sign this Agreement before you read it or if it contains any blank terms.
2. You are entitled to a completely filled-in copy of this Agreement.
3. You have the right to pay off this Agreement in advance by paying the amount set forth in Section 9.

PARTICIPANT: By signing below, you acknowledge that you have read this entire Agreement carefully and agree to its terms, including Section 15 (about your tax liability), Section 19 (about information about you that the Company uses and reports about you that the Company may make to credit bureaus), Section 28 (about this being an arms-length transaction between you and the Company), and Section 31 (about arbitration on an individual basis and class-action waiver, including your opt-out right).]

AVENIFY CORPORATION

PARTICIPANT

By: _____
Name:
Title:

Name: