

# CONTINGENT PAYMENT PLAN AGREEMENT

Company:

Construction Training, LLC  
<https://operator-academy.com/>

Obligor:

[Obligor Name]  
[Obligor Address]

## DISCLOSURE

### Plan Amount

\$19,300.00

The tuition covered by the Plan for the Program or Training.

### Plan Charges

\$5,903.00

The dollar amount the Plan will cost you if you pay the maximum amount.

### Total Payment Amount

\$25,203.00

The maximum amount you owe during the Plan Term, payable in equal monthly installments whenever you meet or exceed the Minimum Monthly Earned Income for the Maximum Number of Monthly Payments.

### Min. Monthly Earned Income

\$2,083.33

The monthly Earned Income amount that triggers the monthly payment obligation. Equivalent annual earned income: \$25,000.00

### Max. Number of Monthly Payments

60

The maximum number of Monthly Payments you will make when your Monthly Earned Income meets or exceeds the Minimum Monthly Earned Income.

**Payment Schedule:** When your Minimum Monthly Earned Income is equal to or greater than the amount set forth above, you will owe monthly payments of **\$420.05**, beginning upon completion of or separation from your Program or Training (whichever occurs first) and ending upon Plan Satisfaction.

**Paying Total Payment Amount in Fewer than the Maximum Number of Monthly Payments:** You may pay the Total Payment Amount in full or in part at any time. You will not be entitled to a refund of part of the Plan Charges (if any), nor will you be entitled to a refund if your Monthly Earned Income later is less than the Minimum Monthly Earned Income.

See the Additional Terms below for any additional information about deferment, nonpayment and default.

## 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. Please note that you will pay less than the maximum number of Monthly Payments and the Total Payment Amount if you reach the maximum number of Deferred Months.

Monthly Earned Income	Equivalent Annual Income	Monthly Payment	Plan Charges	Total Amount Paid (including Plan Charges)	Number of Payments
Less than \$2,083.33	Less than \$25,000	Not Applicable	\$0.00	\$0.00	None
\$2,083.33	\$25,000	\$420.05	\$5,903.00	\$25,203.00	60
More than \$2,083.33	More than \$25,000	\$420.05	\$5,903.00	\$25,203.00	60

## ADDITIONAL TERMS

This Contingent Payment Plan Agreement ("Plan" or "Agreement") is made and entered into by and between [Obligor Name] ("Obligor", "I", "you", or "your") and Construction Training, LLC ("Obligee"), including any successors or assigns of Construction Training, LLC (collectively, "Company", "we," "us," or "our"), effective as of the date approved by Company (the "Effective Date"). You may cancel this Agreement, without penalty, at any time within three business days of the Effective Date by emailing Company at support@leif.org (or such other email address as Company or Leif (as defined below) may provide to you from time to time).

THIS IS A LEGAL CONTRACT. READ IT CAREFULLY BEFORE SIGNING. BY ENTERING INTO THIS AGREEMENT, YOU AGREE THAT IN RETURN FOR RECEIVING THE PROGRAM OR TRAINING PROVIDED BY COMPANY, YOU WILL PAY COMPANY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT DOES NOT CONSTITUTE AN ASSIGNMENT OF WAGES. YOUR PAYMENT OBLIGATION IS CONTINGENT ON YOUR EARNED INCOME EQUALING OR EXCEEDING THE MINIMUM MONTHLY EARNED INCOME AMOUNT, AS DESCRIBED IN THIS AGREEMENT.

UNLESS YOU ARE A COVERED MEMBER OR A DEPENDENT OF A COVERED MEMBER, THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. YOU MAY OPT-OUT OF ARBITRATION BY FOLLOWING THE PROCEDURE SET FORTH IN SECTION 19 BELOW. PLEASE READ THE ARBITRATION CLAUSE IN EXHIBIT A CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS IN THE EVENT OF A DISPUTE.

In consideration of the program or training provided to you, and subject to all of the terms, covenants, promises, and conditions contained in this Agreement, you and Company agree as follows:

**1. DEFINITIONS.** For purposes of this Agreement, and in addition to the terms defined elsewhere herein:

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

"Designated Bank Account" means a bank account established by you with a financial institution, as further set forth in Section 4(f).

"Earned Income" means your total wages, compensation and gross income from employment or self-employment, as reported or required to be reported for income tax purposes. For example, for U.S. individual taxpayers for the 2020 tax year, this includes the sum of: (a) line 1 (Wages, salaries, tips, etc.) of IRS Form 1040; (b) line 3 (Business income or (loss)) of Schedule 1 (IRS Form 1040); and (c) line 5 (Rental real estate, royalties, partnerships, S corporations, trusts, etc.) of Schedule 1 (IRS Form 1040) less any passive income or loss on lines 29a column h and 34a column d of Schedule E (IRS Form 1040). For later tax years, Earned Income includes equivalent information reported or required to be reported on the same or any successor IRS forms. Earned Income also includes your pro rata share of net income retained by any legal entity based on your ownership interest and your active participation in such entity or entities. Earned Income is limited to amounts described in this definition and does not include, for instance (w) income earned solely by your spouse or children (if any) as demonstrated by you to Company's satisfaction; (x) inheritance; (y) state or federal benefits; or (z) alimony or child support income. At its discretion, Company may estimate your Earned Income using documentation other than your U.S. federal income tax return, provided that the documentation is from another verifiable source acceptable to Company. All references in this Agreement to income tax returns of, reporting or required reporting by, forms applicable to, or obligations of or to a U.S. taxpayer include substantial equivalents with respect to a non-U.S. taxpayer.

"Employer" means any Person for which you provide services, either as an employee or as an independent contractor and, for U.S. taxpayers, includes any Person required by IRS regulation to provide you with a Form W-2 or 1099 - MISC .

"Leif" refers to Leif Technologies, Inc. Leif will serve in connection with other third parties as Company's program administrator under this Agreement.

"Leif Platform" means the proprietary cloud-based computing platform used by Leif for the processing and payment functions contemplated by this Agreement, including, among other things, monitoring whether your Earned Income qualifies you for a deferment and, if not, processing Monthly Payments from your Designated Bank Account or credit card.

Maximum Number of Payments means the maximum number of Monthly Payments you will make when your Monthly Earned Income meets or exceeds the Minimum Monthly Earned Income.

"Minimum Monthly Earned Income" equals \$2,083.33 in Monthly Earned Income, which is approximately equal to \$25,000.00 annually.

"Monthly Earned Income" means the amount of Earned Income you receive each month during the Plan Term. Monthly Earned Income will be based on total Earned Income received by you from all sources.

"Monthly Payment" means the amount you agree to pay during any Qualified Income-Earning Month.

"Person" means any individual, partnership, corporation, limited liability company, trust or unincorporated association, joint venture, or other entity or governmental body.

"Plan Amount" means the tuition covered by the Plan for the Program or Training. **Your Plan Amount is \$19,300.00 .**

"Plan Charges" or "Charges" means the amounts, if any, added to your Plan Amount. **Your Plan Charges are up to a potential maximum of \$5,903.00 .**

"Plan Satisfaction" means the fulfillment of your payment obligations under this Agreement. Your payment obligations are fulfilled when (a) you have paid the Total Payment Amount in full; (b) you have made Monthly Payments for 60 months; or (c) when you have reached the maximum number of Deferred Months (as described under Section 4(h)), whichever occurs first.

"Plan Term" means the period during which you have a contingent obligation to make Monthly Payments, as provided under this Agreement. The Plan Term consists of the months in which you make Monthly Payments and additional Deferred Months, if applicable under Section 4(h).

"Program or Training" means: (a) a program of study at a school or educational institution that is eligible under Title IV of the Higher Education Act, as amended from time to time; (b) a proprietary or vocational school; or (c) a program or service that provides you the opportunity to earn (but does not guarantee earnings of) at least the Minimum Monthly Earned Income. For the purposes of this Agreement, Program or Training refers to Heavy Equipment Operations.

"Qualified Income-Earning Month" means a month in which your Monthly Earned Income is equal to or exceeds the Minimum Monthly Earned Income.

"Reconciliation" has the meaning given in Section 5.

"Total Payment Amount" equals \$25,203.00.

**2. RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.** Company agrees to provide you with the Program or Training, subject to the terms and conditions of this Agreement and applicable Company policy. In return, you agree to pay Company Monthly Payments of \$420.05 during each Qualified Income-Earning Month of the Plan Term. You agree to make each Monthly Payment on or before the date it is due. Your Monthly Payments may end up totaling the Total Payment Amount or they may be less than the Total Payment Amount because Monthly Payments are only owed during Qualified Income-Earning Months. For additional information about Deferred Months see the Payment Deferrals; Extensions and Expiration of Plan Term section below. Your payment obligations are fulfilled upon Plan Satisfaction.

**3. LEIF AS PROGRAM ADMINISTRATOR.** You hereby consent to Leif acting as the agent of Company and managing and processing all aspects of this Agreement, including but not limited to monitoring whether your Earned Income qualifies you for a deferment, processing payments, and performing Reconciliations. You further agree to cooperate with all requests made by Leif

in connection with your compliance with terms and conditions of this Agreement, including by providing information, documents, and authorizations, as requested from time to time.

#### **4. MAKING PAYMENTS.**

**a. Payments.** Your Plan Term will start immediately upon completion of or withdrawal or other separation from your Program or Training, whichever occurs first. You will be obligated to make Monthly Payments during the Plan Term only if you are earning the Minimum Monthly Earned Income or as otherwise provided herein. Your payment obligations will end upon Plan Satisfaction. The total Monthly Payments you owe under this Agreement will not exceed the Total Payment Amount. You may at any time extinguish your obligations under this Agreement by paying an amount equal to the Total Payment Amount less any Monthly Payments already made, plus any other amounts that you may owe under this Agreement. If you make a payment that is greater than the amount then due but less than the amount needed to extinguish the Agreement, the payment will be applied toward your outstanding Total Payment Amount and you agree to continue making regularly scheduled payments (subject to deferments). As a result of making any payment that is greater than the amount then due (except any payment that extinguishes this Agreement or payments made in a Deferred Month), you will not be entitled to a refund of part of the Plan Charges (if any), nor will you be entitled to a refund if your Monthly Earned Income later is less than the Minimum Monthly Earned Income.

**b. Reporting of all Earned Income.** Upon completion of or withdrawal or other separation from your Program or Training and throughout the Plan Term, you agree to use the Leif Platform to communicate: (i) all employment positions you accept including, if requested, a description of the business and products or services provided by each Employer and the nature of your position with each Employer; (ii) your base salary for each employment position; and (iii) your projected annual gross Earned Income. You further agree during the Plan Term to update through the Leif Platform any changes in your projected annual gross Earned Income within thirty (30) days of any event giving rise to such change. Leif may, but is not required to, accept information about your employment and Earned Income from you by phone, text, email, and in writing. Leif may update the platform on your behalf and you are responsible for confirming the accuracy of information on the platform.

**c. Monthly Payment.** You are obligated to make Monthly Payments only during Qualified Income-Earning Months, that is, only if you are earning the Minimum Monthly Earned Income, or as otherwise provided herein.

**d. Methods of Payment.** You agree to make Monthly Payments and any other payment(s) owing under this Agreement either: (1) by authorizing recurring electronic funds transfers from your Designated Bank Account; or (2) by making individual payments prior to the scheduled due date by authorizing non-recurring electronic funds transfers from a bank account elected by you at the time you make the payment. You agree to execute authorizations and any other documentation necessary for Leif to implement your election. The payment authorization you receive will explain how to switch your payment method if you change your mind.

**e. Withdrawal of Authorization for Preauthorized Electronic Funds Transfers.** If you elect to pay by electronic fund transfers from your Designated Bank Account or by debit card, you have the right at any time to revoke your authorization, subject to providing Leif at least three (3) business days' notice prior to a scheduled payment. Should you elect to do so, revocation will not relieve you of any obligation to make Monthly Payments or any other payment(s) hereunder, and you agree to pay by credit card. If at any time during the Plan Term your circumstances will not permit payment of the Monthly Payment through electronic funds transfers from your Designated Bank Account, by debit card, or by credit card, you may contact Leif to request a reasonable alternative method of payment of your Monthly Payment, which Leif may or may not accept in its sole discretion.

**f. Set Up and Maintenance of Designated Bank Account.** You agree that, prior to receiving any Earned Income, you have or will establish a bank account with a financial institution designated in writing with Leif ("Designated Bank Account") and also will permit integration of the Designated Bank Account with Leif's Platform as necessary to permit Leif to track your Earned Income, monitor account activity and balances, perform Reconciliations and, if elected by you, process and withdraw your Monthly Payments from your Designated Bank Account. You further agree to provide details of the Designated Bank Account as Leif may reasonably request from time to time. If for any reason (e.g., a change in your employment or address), you would like to change your Designated Bank Account to another bank, you agree to give Leif prior notice of the requested change and such details for the proposed replacement account as Leif may reasonably request. If at any time during the Plan Term you change

the password to your Designated Bank Account or otherwise take any action that alters the ability of Leif to monitor your Designated Bank Account, you agree to give Leif prompt notice of the change and to comply with all requests of Leif to integrate the new Designated Bank Account with the Leif Platform.

**g. Deposit of all Earned Income into Designated Bank Account.** You agree that during the entire Plan Term you shall deposit all Earned Income directly into your Designated Bank Account. At your discretion, you may deposit all other forms of income, if any, into a separate bank account. If you are employed and your Employer offers direct deposit, you agree to cause your Employer to arrange for the direct deposit of all of your Earned Income to your Designated Bank Account.

**h. Payment Deferrals; Extensions and Expiration of Plan Term.** Leif shall place your Plan in deferment status and not accept payments for any month during your Plan Term that your Monthly Earned Income does not equal or exceed the Minimum Monthly Earned Income (a "Deferred Month"), until such time as your Monthly Earned Income equals, exceeds, or is deemed to equal or exceed the Minimum Monthly Earned Income, at which time your obligation to make Monthly Payments shall be reinstated. Your Plan Term will be extended for each Deferment Month, up to a maximum of 48 months. If you reach the maximum number of Deferred Months of 48 permitted under this Agreement, the Agreement will be terminated. Upon termination, you are not responsible for making future Monthly Payments but remain responsible for any past due amounts, including any missed Monthly Payments that accrued during Qualified Income-Earning Months and any missed payments discovered during a Reconciliation.

**i. Survival of Obligations.** Expiration of the Plan Term only terminates your obligation to make Monthly Payments. However, it does not terminate this Agreement or any continuing obligations you may have to Company or Leif pursuant to this Agreement, including but not limited to the obligation to make additional payments if Leif determines that you underreported your Earned Income and that underreporting resulted in you not making a payment or payments owed under the terms of this Agreement.

**5. RECONCILIATION.** From time to time during the Plan Term, and for a period of one (1) year following the end of the calendar year in which the Plan Term expires, Company may examine and audit your records pertaining to your employment and verify your Earned Income at any point or points during the Plan Term to ensure that you have properly reported or projected your Earned Income and to verify that Leif has properly applied deferments ("Reconciliation"). You agree to cooperate with the Company and Leif in the Reconciliation process.

**a. Confirmation of Earned Income and Employment.** To permit Leif to perform Reconciliation, you agree to, within thirty (30) days of request:

i. verify your Earned Income as reported to the IRS by completing and delivering to Leif a Form 4506-C (IRS Income Verification Express Service Request for Transcript of Tax Return) (or any successor form) or, at Leif's option, provide Leif with a true and accurate copy of your federal tax return as submitted to the IRS for any calendar year of the Plan Term; and

ii. provide such other documentation including, without limitation, pay stubs, Form W-2s, offer letters, and summaries of any non-written or oral non-cash consideration, equity, or deferred compensation arrangements as may be reasonably requested by Leif to verify your Earned Income.

**b. Underreported Earned Income.**

i. If a Reconciliation shows that you incorrectly received one or more Deferment Months by intentionally or unintentionally underreporting your Earned Income, any additional amounts payable to us will be subject to recapture pursuant to clause (ii) below.

ii. If at any time during the Payment Term, whether intentionally or unintentionally, you underreport your Earned Income (resulting in one or more deferred Monthly Payments) you will owe the difference between the amount you paid and the amount you were required to pay under this Agreement. We will tell you the amount of the underpayment (with information regarding the underpayment). You agree to pay the total amount of the underpayment within sixty (60) days of providing such notice via the online platform or within thirty (30) days of receiving such notice begin paying amounts greater than the Monthly Payments and agree to continue regularly paying such amounts until the discrepancy has been corrected. When collecting the underpayment

in multiple payments, the Company agrees that it shall not increase the amount greater than the Monthly Payment by more than \$1,000 per month (an "Underpayment Adjustment"). As a result, an Underpayment Adjustment may be in effect for multiple months, as the Underpayment Adjustment continues until the discrepancy has been corrected.

iii. If the Reconciliation shows that you both received a deferment for a month or months for which you were not entitled, but also did not receive a deferment for another month or months when you were entitled to a deferment, you are only required to pay the amount owed under the terms of this Agreement if your income had been accurately reported.

**c. Overreported Earned Income.**

i. If you were entitled to, but did not receive, one or more Deferment Months because you overreported your Earned Income, you will have the right to notify Leif of this error and provide any documentation that Leif may reasonably request to verify your claim. If, after a reasonable investigation, Leif agrees that a month was incorrectly classified as a Qualified Income-Earning Month instead of a Deferment Month, Company will correct the error by, as applicable, crediting any overpayments to future payments due. If the Plan Term has expired, the Company will refund any excess payments. If the Reconciliation shows that you both did not receive a deferment for a month or months for which you were entitled, but also did receive a deferment for another month or months when you were not entitled to a deferment, the Company is only required to refund the amount owed under the terms of this Agreement if your income had been accurately reported.

**d. Extension of Time for Reconciliation.** If you should file for an extension of the time to file your federal income tax returns or if you fail to provide us with the requested tax information, Employer information or Earned Income information or you do not otherwise reasonably cooperate with us for purposes of Reconciliation, then the one (1) year period following the end of the calendar year in which the Plan Term expires shall be extended for a period of time equal to the period of time that you failed to provide the requested information or you obtained by filing the extension. It is the intent of this provision that the running of the one (1) year period following the end of the calendar year in which the Plan Term expires shall be extended so that the Company has a full and reasonable opportunity to perform Reconciliation and so that you may not benefit from obtaining an extension or from your failure to cooperate.

**6. ADDITIONAL PROVISIONS AFFECTING PAYMENTS.**

**a. International Work.** If you move out of the United States during your Plan Term, you agree to continue to report Earned Income and to continue making Monthly Payments as applicable. You shall not be in breach of this Agreement so long as you continue to make any required Monthly Payment.

**b. Waiver of Agreement Due to Death or Total and Permanent Disability.** We will waive what you owe under this Agreement, including any past due amounts, if you die or become totally and permanently disabled. If you would like to assert a waiver based on total and permanent disability, you will need to provide documentation showing that you have been found to be totally and permanently disabled to Company's satisfaction by a letter from a medical doctor or a certificate from a state or federal agency, stating that you are totally disabled and unable to maintain full time employment due to a condition that began or deteriorated after the Effective Date.

**c. Obligation in Event of Withdrawal or Separation.** In the event of your withdrawal or other separation from the Program or Training provided pursuant to this Agreement, you may be entitled to a pro rata reduction in your Monthly Payment or the length of the Plan Term, in accordance with applicable Company policy or as required by applicable law. You agree to give Company and Leif prompt notice of your withdrawal from the Program or Training and the effective date of your withdrawal.

**7. REVIEW OF YOUR TAX RETURNS.** For the tax year in which your Plan Term begins through the tax year in which your Plan Term ends, you agree to file timely your U.S. federal income tax returns no later than the deadline established by the Internal Revenue Service (typically, April 15 of the following year), and to timely file any state or local tax returns by the due date. You agree to notify Leif of any extension you seek for filing federal income tax returns. Moreover, if necessary to audit or validate deferment eligibility, upon request, you agree to complete and deliver to Leif a Form 4506-C (IRS Income Verification Express Service Request for Transcript of Tax Return) (or any successor form) within thirty (30) days of request, designating Company and Leif as the recipients of the transcripts of your tax returns covering any and all years of your Plan Term. You agree to

perform any similar requirements or procedures for any non-U.S. country's taxing authority, as applicable.

**8. TAX REPORTING.** Company intends to report the tax consequence of the Agreement on its tax returns as a financial contract that is eligible for open transaction treatment. Company believes that this tax treatment is more likely than not the proper characterization for federal income tax purposes. Company urges you to consult with your own tax advisors, to ascertain the appropriate manner in which to report your taxes. Company believes that there is a potential benefit if all parties to a transaction report in a consistent fashion. Company encourages you to report in a manner that is consistent for all parties to the transaction. Company recognizes that there may be specific situations where Company or you may find it appropriate to report in a way that is inconsistent with the other party. Company urges you to consult with your tax advisors about the potential consequences of such reporting.

**9. COVENANTS AND REPRESENTATIONS OF OBLIGOR .** By entering into this Agreement, you represent, warrant and promise to the Company as follows:

- a. that you are entering into this Agreement in good faith, with the intention to obtain full-time employment and to pay us by making Monthly Payments when due;
- b. that all the information you have provided to Company in connection with entering into this Agreement is true and accurate and that you have not provided any false, misleading or deceptive statements or omissions of fact;
- c. that you are not contemplating bankruptcy, and you have not consulted with an attorney regarding bankruptcy in the past six months;
- d. that you are a U.S. citizen or permanent resident or have a social security number and the legal right to work in the United States;
- e. as of the Effective Date, you have no adverse conditions or impediments that would preclude full-time employment;
- f. during the Plan Term, you will timely report to Leif any changes in your Employment status;
- g. during the Plan Term, you will not conceal, divert, defer or transfer any of your Earned Income (including but not limited to any non-cash consideration, equity or deferred compensation rights granted to you) for the purpose of avoiding your Monthly Payment obligation or otherwise;
- h. that you will timely and fully provide all information and documentation required under the terms and conditions of this Agreement or as reasonably requested by Company (including any assignee of Company) and/or Leif, and that such information or documentation shall be true, complete, and accurate;
- i. that during the Plan Term you will file all federal, state or local tax returns and reports as required by law, which shall be true and correct in all material respects, that you will report all of your Earned Income on such returns, and that you shall pay all federal, state or local taxes and other assessments when due;
- j. that you shall keep accurate records relating to your Earned Income for each year of your Plan Term, including all W-2s, pay stubs, and any invoices or payments relating to self-employment services you provide; and
- k. that you will retain all such records for a period of at least one (1) year following the date you fulfill all your payment obligations under this Agreement.

**10. COVENANTS AND REPRESENTATIONS OF COMPANY.** Company represents, warrants, and promises as follows:

**a. Confidentiality.** Company agrees that all non-public employment or financial information of Obligor and any non-public records or information provided to Leif pursuant to this Agreement is personal and confidential information. Company agrees not to use personal or financial information concerning you or your Employer for any purposes other than (i) as expressly authorized herein or as separately agreed to by you, (ii) as incidental to performance of this Agreement, or (iii) to enforce its rights under

this Agreement.

**b. Data Security.** Company and Leif shall use and maintain commercially reasonable security controls so as to prevent any unauthorized access to or use of any personal and confidential information of Obligor.

## **11. BREACH OF AGREEMENT AND REMEDIES.**

**a. Breach.** Without prejudice to Company's other rights and remedies hereunder, and subject to applicable law, Company may deem you to be in breach under this Agreement upon any of: (i) your failure to make any Monthly Payment within ninety (90) days of the due date; (ii) your failure to report or update your Earned Income within ninety (90) days of Leif's request; (iii) your failure to provide Leif with a completed and executed IRS Form 4506-C, your social security number, or the name of your Employer(s) within ninety (90) days of Leif's request; (iv) your failure to provide details of and confirm ownership of your Designated Bank Account within ninety (90) days of receiving written notice from us or Leif of such failure; (v) your failure to provide documentation including, without limitation, copies of your federal tax returns, pay stubs, Form W-2s, and offer letters, and summaries of any non-written or oral non-cash consideration, equity, or deferred compensation arrangements as may be reasonably requested by Leif, pursuant to this Agreement; or (vi) your violation of any other provision of this Agreement that impairs Company's rights, including but not limited to, the receipt of information that Leif deems, in its sole discretion, to be materially false, misleading, or deceptive.

**b. Remedies upon Breach.** Subject to applicable law (including any notice or cure rights provided under applicable law), upon breach by the Obligor, Company shall be entitled to: (i) collect the Total Payment Amount and any other past due amounts (less Monthly Payments already made) and, if applicable any other amounts owed; (ii) enforce all legal rights and remedies in the collection of such amount(s) and related costs; or (iii) utilize any combination of these remedies.

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

## **12. NO CLASS ACTIONS.**

**YOU ARE WAIVING YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT. THIS CLASS ACTION WAIVER DOES NOT APPLY IF YOU ARE A COVERED MEMBER OR A DEPENDENT OF A COVERED MEMBER AS OF TODAY.**

## **13. JURY TRIAL WAIVER.**

**TO THE EXTENT PERMITTED BY LAW, YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY. THIS WAIVER SHALL NOT AFFECT OR CHANGE THE ARBITRATION CLAUSE. IT DOES NOT APPLY TO YOU IF YOU ARE A COVERED MEMBER OR A DEPENDENT OF A COVERED MEMBER AS OF TODAY.**

**14. ELECTRONIC DELIVERY.** Leif may decide to deliver any documents or notices related to this Agreement by electronic means. You agree to receive such documents or notices by electronic delivery to the email address provided Company and Leif, and to participate through an on-line or electronic system established and maintained by Company or Leif.

**15. PERMITTED COMMUNICATIONS.** Company and Leif and our affiliates, successors, assigns, service providers, and agents (the "Messaging Parties") may use an automatic dialer to place calls or send text messages, or use electronic mail, to communicate with you about payment due dates, missed payments, and other important information, and may use an artificial or prerecorded voice in connection with such communications. You hereby consent to such communications at any telephone number or email address that you provide the Messaging Parties, now or in the future. You agree that the Messaging Parties will not be liable to you for any such communications, even if information is communicated to an unintended recipient. You understand that, when you receive such communications, you may incur a charge from your wireless or internet service providers. You agree that the Messaging Parties shall have no liability for such charges. You also agree that the Messaging



Parties may record any telephone conversations with you.

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

#### **16. CONSENT TO CREDIT AND INCOME VERIFICATION; CREDIT REPORTING; OBLIGOR INFORMATION USE.**

**a.** In connection with the provision of the Program or Training and by entering into this Agreement, you authorize Company or Leif to obtain your credit report, verify the information that you provide to the Company, and gather such additional information that Company or Leif reasonably determines to help assess and understand your ability to perform your obligations under this Agreement. You understand that Company or Leif may verify your information and obtain additional information using a number of sources, including but not limited to, consumer reporting agencies, third party databases, past and present employers, other school registrars, public sources, and personal references provided by you. Upon your request, you will be notified whether or not Company or Leif obtained your credit report and, if so, the name and address of the consumer reporting agency that furnished the report. You further authorize Company and Leif to share your credit report and information therein with its assigns or affiliates (including but not limited to its parents, investors, and lenders) for the purposes discussed in this Agreement, which Company and/or Leif will do using reasonable data security procedures. You may elect not to allow Company or Leif to share your credit report and information therein by emailing an opt-out notice to support@leif.org (or such other email address as Company or Leif may provide to you from time to time) within thirty (30) days after the Effective Date.

**b.** You authorize the Company and its agents (including, but not limited to, Leif) to report information about this Agreement to credit bureaus. We may inform credit bureaus about your positive payment behavior when you make payments as agreed. However, this also means that late payments, missed payments, or other breaches of this Agreement may be reflected in your credit report.

**c.** To the extent permitted by applicable law, you authorize the Company and its agents (including, but not limited to, Leif) to use any and all information provided by you, and any data derived from such information, for any purpose, including, without limitation, creation of any additional products or services derived therefrom. You disclaim any proprietary or monetary interest in any such additional products or services. As consideration for this Agreement, you further agree the Company may release information in our records regarding you and your account to our employees, agents, assigns, representatives, and service vendors performing work for us in connection with servicing or collecting your account or as otherwise described in our Privacy Policy. Without limitation, you also specifically authorize the Company's respective agents, assigns, representatives, and service vendors to release this same information to any vendors used by those entities to service or collect your account or as otherwise described in our Privacy Policy.

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

**18. DATA.** You hereby consent to Company and Leif's use of information or data (collectively, "Data") provided by or concerning you: (a) to collect and analyze the Data and any other data relating to the provision, use, and performance of this Agreement, the Leif Platform and related systems and technologies; (b) to use the Data to improve and enhance the Leif Platform or for other development, diagnostic, and corrective purposes in connection with this Agreement or any other business of Leif; and (c) to disclose such information and data solely in aggregate or other de-identified form in connection with Leif's businesses. Company and Leif shall own any data derived from or based upon the Data in conjunction with the foregoing rights.

#### **19. ARBITRATION CLAUSE.**

**PLEASE REVIEW THE ARBITRATION CLAUSE (EXHIBIT A). WHEN IT APPLIES, YOU MAY NOT GET TO BE IN A JURY TRIAL OR CLASS ACTION.**

You may reject this Arbitration Agreement by emailing a rejection notice to us at support@leif.org (or such other email address as we or Leif may provide to you from time to time) within thirty (30) days after you sign this Agreement. In the email, provide your name and address and state that you "opt out" of the Arbitration Clause. Opting out will not affect the other provisions of this Agreement or any other arbitration agreement.

**20. LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT CAUSED BY THE WILLFUL MISCONDUCT OF COMPANY OR LEIF, NEITHER COMPANY NOR LEIF SHALL BE LIABLE TO OBLIGOR FOR LOSS OF EMPLOYMENT, LOST INCOME OR PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, EVEN IF ADVISED BY OBLIGOR OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION 20 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**21. SURVIVAL OF CERTAIN PROVISIONS.** Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 3 (Leif as Program Administrator), 5 (Reconciliation), 8 (Tax Reporting), 9 (Covenants and Representations of Obligor), 11 (Breach and Remedies), 12 (Retained Rights), 14 (Electronic Delivery), 15 (Permitted Communications), 19 (Arbitration Clause), 20 (Limitation of Liability), and 22 (General Provisions) shall survive termination of this Agreement, your fulfillment of your obligations under this Agreement, and bankruptcy or insolvency of either party (to the extent permitted by applicable law).

**22. GENERAL PROVISIONS.**

**a. 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 you and us relating to the subject matter hereof.

**b. Amendments.** This Agreement cannot be modified or amended except with the written consent of both Parties.

**c. No Waivers.** No delay or failure on the part of either Party to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

**d. Successors and Assigns.** Company (and any Person that acquires a majority interest of the equity of Company or substantially all of its assets), may sell or assign this Agreement or any of our rights, economic benefits, or obligations under this Agreement, to any Person without your permission or consent. However, you may not assign this Agreement, whether voluntarily or by operation of law, or any of your rights, economic benefits (including but not limited to the Program or Training), or obligations under this Agreement, except with Company's prior written consent and any such attempted assignment without our consent shall be null and void. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

**e. NOTICE**

**ANY HOLDER OF THIS CONSUMER CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE OBLIGOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE OBLIGOR SHALL NOT EXCEED AMOUNTS PAID BY THE OBLIGOR HEREUNDER.**

**f. Severability.** Except as set forth in Section 19 (the Arbitration Clause), if one or more provisions of this Agreement are held to be unenforceable under applicable law or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, then (i) such provision shall be excluded from this Agreement to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the remainder of this Agreement shall be enforceable in accordance

with its terms.

**g. Governing Law.** Except as provided in the Arbitration Clause, the validity, interpretation, construction and performance of this Agreement, all acts and transactions pursuant to this Agreement, and the rights and obligations of the Parties under this Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of New York or, if required by applicable law, Obligor's residence, as shown in Obligor's address on the first page of this agreement.

**h. Notices.** Any notice, consent, demand or request required or permitted to be given under this Agreement shall be in writing and, except as otherwise provided, shall be deemed sufficient: (i) when sent by email from you to Leif, as the Company's program administrator, at support@leif.org or to such other email address as Company or Leif may provide to you from time to time, and (ii) when sent by Company or Leif to you via email at the email address you last provided to Company or Leif.

**i. Execution; Electronic Transactions.** This Agreement may be executed electronically or manually. Execution may be completed in counterparts (including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically), which together shall constitute a single agreement. Any copy of this Agreement (including a copy printed from an image of this Agreement that has been stored electronically) shall have the same legal effect as an original.

**j. MARITAL PROPERTY.** If you are married and live in Texas or Wisconsin on the date you sign this Agreement or during the term hereof, you agree that the Designated Bank Account where your Earned Income will be deposited will be held solely in your name and not held jointly with your spouse. For Wisconsin residents, 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.

## VERIFICATION OF REVIEW AND INDEPENDENT DECISION TO ENTER INTO AGREEMENT

BY SIGNING BELOW, OBLIGOR ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS ENTERED INTO VOLUNTARILY AND AS AN ARMS-LENGTH TRANSACTION. OBLIGOR FURTHER ACKNOWLEDGES AND AGREES WITH EACH OF THE FOLLOWING: (I) THAT I AM OF LEGAL AGE TO EXECUTE THIS AGREEMENT; (II) THAT I HAVE HAD THE OPPORTUNITY TO READ THIS AGREEMENT AND TO REVIEW ITS TERMS AND CONDITIONS WITH LEGAL AND FINANCIAL ADVISORS OF MY CHOOSING; (III) THAT COMPANY IS NOT AN AGENT OR FIDUCIARY OR ADVISOR ACTING FOR MY BENEFIT OR IN MY FAVOR IN CONNECTION WITH THE EXECUTION OF THIS AGREEMENT; (IV) THAT COMPANY HAS NOT PROVIDED ME WITH ANY LEGAL, ACCOUNTING, INVESTMENT, REGULATORY OR TAX ADVICE WITH RESPECT TO THIS AGREEMENT; (V) THAT I AUTHORIZE COMPANY TO OBTAIN AND SHARE MY CREDIT REPORT (UNLESS I OPT OUT); AND (VI) THAT COMPANY HAS NOT MADE ANY PROMISES OR ASSURANCES TO ME THAT ARE NOT EXPRESSLY SET FORTH IN WRITING IN THIS AGREEMENT. I UNDERSTAND THAT, BY ENTERING INTO THIS AGREEMENT, I AM IRREVOCABLY AGREEING TO MAKE MONTHLY PAYMENTS DURING QUALIFIED EARNED-INCOME MONTHS FOR THE TERM OF THIS AGREEMENT IN CONSIDERATION OF RECEIVING THE PROGRAM OR TRAINING, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. NOTWITHSTANDING THE FORGOING, I UNDERSTAND THAT I HAVE A RIGHT TO CANCEL THIS AGREEMENT, WITHOUT PENALTY, AT ANY TIME WITHIN THREE BUSINESS DAYS OF THE EFFECTIVE DATE BY EMAILING COMPANY AT SUPPORT@LEIF.ORG (OR SUCH OTHER EMAIL ADDRESS AS COMPANY OR LEIF MAY PROVIDE TO ME FROM TIME TO TIME).

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

### **Company: Construction Training, LLC**

By:

Date: [Month] [Day], [Year]

Name: Ralph DelVecchio

Title: Presid

### **Obligor:**

By:

Date: [Month] [Day], [Year]

Name: [Obligor Name]

Address:

,

Email:

## ARBITRATION CLAUSE (EXHIBIT A)

We have put this Clause in question and answer form to make it easier to understand. However, this Clause is part of this Agreement and is legally binding.

<u>Question.</u>	<u>Short Answer.</u>	<u>Further Detail.</u>
<b>Background and Scope.</b>		
<b>What is arbitration?</b>	<b>An alternative to a court case.</b>	In arbitration, a third party arbitrator ("arbitrator") resolves Claims in a hearing on an individual basis. It is less formal than a court case.
<b>Is it different from court and jury trials?</b>	<b>Yes.</b>	The hearing is private. There is no court or jury. It is usually less formal, faster and less expensive than a court lawsuit. Pre-hearing fact finding (called "discovery") is limited. Appeals are limited. Courts rarely overturn arbitration awards.
<b>Can you opt out of this Clause?</b>	<b>Yes, within 30 days.</b>	You may reject this Arbitration Clause by emailing a rejection notice to us at <a href="mailto:support@leif.org">support@leif.org</a> (or such other email address as we or Leif may provide to you from time to time) within thirty (30) days after you sign this Agreement. In the email, provide your name and address and state that you "opt out" of the Arbitration Clause. Opting out of this Clause will not affect any other provision of this Agreement.
<b>What is this Clause about?</b>	<b>The parties' agreement to arbitrate Claims.</b>	Unless you opt out, you and we agree that any party may elect to arbitrate or require arbitration of any "Claim" as defined below on an individual basis.
<b>Who does the Clause cover?</b>	<b>You, us, Leif and certain "Related Parties".</b>	This Clause covers you, us and Leif. It also covers certain "Related Parties": (1) our or Leif's parents, subsidiaries, affiliates, successors, designees and assigns; (2) the employees, directors, officers, shareholders, members and representatives of any of the foregoing; (3) any assignee, purchaser or servicer of this Agreement; and (4) any person or company that is involved in a Claim you pursue at the same time you pursue a related Claim against us, Leif or a Related Party. <b>However, this Clause does not apply if you are a Covered Member or a Dependent of a Covered Member as of the date of this Agreement.</b>

<p><b>What Claims does the Clause cover?</b></p>	<p><b>All Claims (except certain Claims about this Clause).</b></p>	<p>This Clause governs all “Claims” that would usually be decided in court and are between us (or any Related Party) and you. In this Clause, the word “Claims” has the broadest reasonable meaning. It includes any past, present or future claim, dispute or controversy arising out of or relating to this Agreement or the relationship(s) resulting from this Agreement. It includes initial claims, counterclaims cross-claims and third-party claims, and claims based upon contract, tort (including fraud and other intentional tort), consumer rights, constitutions, statutes, ordinances, rules, regulations, common law and equity. It includes claims related to information you gave us before this Agreement was signed and to any prior contracts between you or us. It includes extensions, renewals, refinancings or payment plans. It includes claims related to collections, the manner of collections, privacy, data breach and personal information. It includes claims concerning advertisements, promotions, notices, disclosures, or oral or written communications relating to this Agreement. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred prior to the date of this Agreement. (However, this Clause will not apply to any Claim that was already pending in court before this Clause took effect.) This Clause includes claims related to the validity in general of this Agreement. <b>However, it does not include disputes about the validity, coverage or scope of this Clause or any part of this Clause. All such disputes are for a court and not the arbitrator to decide.</b></p>
--	---	--

<p><b>Who handles the arbitration?</b></p>	<p><b>Usually AAA or JAMS.</b></p>	<p>Arbitrations are conducted under this Clause and the consumer rules of the arbitration administrator in effect at the time the arbitration is commenced. The arbitration administrator will be either:</p> <p>The American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271, <a href="http://www.adr.org">www.adr.org</a> , 1-800-778-7879.</p> <p>JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, <a href="http://www.jamsadr.org">www.jamsadr.org</a> , 1-800-352-5267.</p> <p>Any other company or arbitrator picked by agreement of the parties.</p> <p>If all the above options are unavailable, a court with jurisdiction will pick the administrator or arbitrator, who must agree to abide by this Clause, including the Class Action Waiver.</p> <p>A single arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p>
<p><b>Can Claims be brought in court?</b></p>	<p><b>Sometimes.</b></p>	<p>Either party may bring a lawsuit if the other party does not demand arbitration. Even if all parties have opted to litigate a Claim in court, any party may elect arbitration of a Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). You and we will not demand arbitration of any lawsuit you or we bring as an individual action in small claims court (or an equivalent court) as long as that action remains in small claims court. However, you or we may demand arbitration of any transfer or removal of a small claims court action, any appeal of a small-claims decision or any small-claims action brought on a class basis.</p>

<p>Are you giving up any rights?</p>	<p>Yes. Jury Trial Waiver and Class Action Waiver</p>	<p>For Claims that are arbitrated, you and we give up our rights to:</p> <ol style="list-style-type: none"> <li>1. Have juries decide Claims.</li> <li>2. Have courts, other than small-claims courts, decide Claims.</li> <li>3. Participate in a class or collective action in court or in arbitration, either as a class representative or class member.</li> <li>4. Serve as a private attorney general or in a representative capacity in court or in arbitration.</li> <li>5. Join or consolidate Claims with Claims of others unless all parties otherwise agree in writing.</li> </ol> <p>(Numbers 3, 4 and 5 collectively are the “Class Action Waiver”); The arbitrator will not conduct any arbitration inconsistent with this section or issue any relief that applies to any person or entity except you, us, or Related Parties individually.</p>
<p>Can you or another consumer start class arbitration?</p>	<p>No.</p>	<p>The arbitrator is <u>not</u> allowed to handle any Claim on a class or representative basis. All Claims that are arbitrated must be decided in an <b>individual</b> arbitration or an individual small-claims action.</p>



What happens if part of this Clause cannot be enforced?	It depends.	<p>If any portion of this Clause cannot be enforced, the rest of this Clause will continue to apply, except that:</p> <p>(A) If a court rules that the arbitrator can decide a Claim on a class or other representative basis and the court's ruling is not reversed on appeal, only this sentence will apply and the remainder of this Clause will be void, <b>AND</b></p> <p>(B) If a party brings a Claim seeking public injunctive relief and a court determines that the restrictions in this Clause prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim, and that determination is not reversed on appeal, the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties agree to request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court.</p> <p><b>In no event will a Claim for class relief or public injunctive relief be arbitrated.</b></p>
What law applies?	The Federal Arbitration Act ("FAA").	<p>This Agreement involves interstate commerce. Thus, the FAA governs this Clause. The arbitrator must apply substantive law to the extent consistent with the FAA. The arbitrator must honor statutes of limitation and privilege rights. The arbitrator is authorized to award all remedies permitted by applicable law for an individual Claim, including, without limitation, compensatory, statutory, and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive, and other equitable relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim), and attorney's fees and costs. If this Clause conflicts with the administrator's rules or this Agreement, this Clause will govern.</p>
Will this Clause continue to be effective?	Yes.	<p>This Clause stays in force: (1) even if this Agreement is cancelled or terminated; (2) in the event of a breach, default, renewal, prepayment, payment in full or the fulfillment of a party's obligations under this Agreement; or (3) if a party becomes insolvent or goes into or through bankruptcy (to the extent permitted by bankruptcy law).</p>
Process.		

<b>What must a party do before starting a lawsuit or arbitration?</b>	<b>Send a written Claim notice and work to resolve the Claim.</b>	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Claim. The notice must explain in reasonable detail the nature of the Claim and any supporting facts. If you are the complaining party, you must send the notice in writing to our Legal Department, at our normal Notice Address. You or an attorney you have personally hired must sign the notice and must provide your full name and a phone number where you (or your attorney) can be reached. A collections letter from us to you will serve as our written notice of a Claim. Once a Claim notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Claim on an individual basis.
<b>How does arbitration start?</b>	<b>Mailing a notice.</b>	If the parties do not reach an agreement to resolve the Claim within 30 days after notice of the Claim is received, the complaining party may commence a lawsuit or arbitration, subject to the terms of this Clause. To start arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers such as a motion to compel arbitration. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made or the court compels arbitration, no lawsuit may be brought and any existing lawsuit must stop.
<b>Will any hearing be held nearby?</b>	<b>Yes.</b>	The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.

<b>What about appeals?</b>	<b>Appeal rights under the FAA are very limited, but an appeal to a different arbitrator may be possible depending on the amount at stake.</b>	If the amount at stake in the arbitration (including the value or cost of any equitable relief) is more than \$50,000, either party may appeal the arbitrator's decision within 30 days to a single arbitrator or a three-arbitrator panel selected in accordance with the administrator's rules, which shall resolve the Claim without regard to the original decision. We will pay the entire cost of an appeal unless we are willing to have the appeal decided by a single arbitrator and you insist upon a three-arbitrator panel. In such event, you will be responsible for paying your portion of the difference in arbitration fees between a single arbitrator and a three-arbitrator panel, as determined by the panel. However, we will pay all costs to the extent required by law. The original award, or any subsequent award on the appeal described above, shall be final and binding, subject to any further right to appeal provided by the FAA. (Appeal rights under the FAA are very limited.) The arbitrator's award may be entered by any court having jurisdiction.
<b>Do arbitration awards affect other disputes?</b>	<b>No.</b>	No arbitration award involving the parties will have any impact as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have any impact in an arbitration between the parties to this Clause.
<b>Arbitration Fees and Awards.</b>		
<b>Who bears arbitration fees?</b>	<b>Usually, we do.</b>	We will pay all filing, administrative, hearing and arbitrator's fees if you act in good faith, cannot get a waiver of such fees from the administrator and ask us to pay.
<b>When will we cover your legal fees and costs?</b>	<b>If you win.</b>	If you win an arbitration, we will pay your reasonable fees and costs for attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Clause. The arbitrator shall not limit his or her award of these amounts because your Claim is for a small .
<b>Will you ever owe us for arbitration or attorneys' fees?</b>	<b>Only for bad faith.</b>	The arbitrator can require a party to pay the other party's fees if (and only if): (1) the arbitrator finds that the party has acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Clause invalid.

<p><b>Can a failure to resolve a Claim informally result in a larger recovery for you?</b></p>	<p><b>Yes, under certain circumstances.</b></p>	<p>You are entitled to an arbitration award of at least \$7,500 if: (1) you give us notice of a Claim on your own behalf (and not on behalf of any other party) and comply with all of the requirements of this Clause (including the requirements described in response to the question reading "What must a party do before starting a lawsuit or arbitration?"); and (2) the arbitrator awards you money damages greater than the last amount you requested and we refused to pay before the arbitrator was appointed. This is in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. This \$7,500 minimum award is a single award that applies to all Claims you have raised or could have raised in the arbitration. Multiple awards of \$7,500 are not contemplated by this Clause. Settlement demands and offers are strictly confidential. They may not be used in any proceeding by either party except to justify a minimum recovery of \$7,500.</p>
<p><b>Can an award be explained?</b></p>	<p><b>Yes.</b></p>	<p>A party may request details from the arbitrator, within 14 days of the ruling. Upon such request, the arbitrator will explain the ruling in writing.</p>