



**Location Information:**                      **Location # (if Applicable)** \_\_\_\_\_ **Current # of Students Enrolled** \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Center Director or who presents payment options \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**Tuition/Hourly Rate Information:**

Hourly rate for monthly pay/auto debit \$ \_\_\_\_\_ Hourly rate for pre-pay \$ \_\_\_\_\_

Pre-pay hourly rate discounts, if any (e.g. 60-hr., 100-hr., 200-hr. minimums)

\$ \_\_\_\_\_/hr. for minimum of \_\_\_\_\_ hrs., \$ \_\_\_\_\_/hr. for minimum of \_\_\_\_\_ hrs., or

Other (please describe) \_\_\_\_\_

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Other (please describe) \_\_\_\_\_

**If you have additional centers, please attach separate sheet(s) with the information above.**

## YOUR TUITION SOLUTION PARTICIPATING PROVIDER AGREEMENT

This Participating Provider Agreement (this "Agreement") is by and between YOUR TUITION SOLUTION a division of Springstone Financial LLC ("YTS", "we", "us" or "our") and the center listed herein ("Provider", "you" or "your") who has signed this Agreement which sets forth the terms and conditions for the arrangement of financing by YTS and its lending partners for your families or clients (each, a "Client" and, collectively "Clients") to pay for or purchase certain education/ tutoring services (collectively, "Services") from you (the "YTS Program").

### Recitals

WHEREAS, you desire to offer Clients a convenient financing program to pay for the Services;  
WHEREAS, we are in the business of facilitating financing to consumers for the purchase of education/tutoring services and have relationships with financial institutions (collectively, "lending partners") that, through the YTS Program, offer financing plans directly to consumers; and  
WHEREAS, we manage the YTS Program and you desire to be a participating Provider in the YTS Program on the terms and conditions set forth below.  
NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and we agree as follows:

### Agreement

**1. Prior Agreements.** This Agreement supersedes and replaces in its entirety any prior agreements, representations, promises and statements, written or oral, made in connection with the subject matter of this Agreement and no prior agreement, representation, promise or statement not written in this Agreement will be binding upon you and us. If you are a new participant in the Program, this Agreement is effective upon our final approval of your application to participate in the YTS Program and the execution of this Agreement. If you are an existing Provider under the YTS Program, this Agreement will be effective upon your execution, and once effective, its terms and conditions will apply to new transactions processed by you as well as transactions processed under any prior agreement replaced hereby.

### 2. Processing Applications.

(a) You have the authority to refer Clients to us for participation in the YTS Program and each such Client may submit an application either directly with us or, on the terms and conditions set forth in this Agreement, indirectly through your assistance at your center or the internet (a "YTS Application" and each such Client for whom you choose to process and submit a YTS Application to us, an "Applicant"). If you offer more than one financing plan under the YTS Program, you agree to advise the Applicant of all such plans and the Applicant may select the plan of their choice. Our lending partners may approve or decline any YTS Application in their sole discretion.

(b) You will either direct Applicants to our website or, if you choose to process the applications yourself, you will accept and process YTS Applications from Applicants in accordance with this Agreement, the operating procedures of the YTS Program (available by logging on to the Online Education Center section of our website located at [www.yts-learning.com](http://www.yts-learning.com) that we and our lending partners communicate to you and update from time to time (collectively, the "Operating Procedures") and our instructions or procedures that we communicate to you and update from time to time (together with the Operating Procedures, collectively, the "YTS Program Procedures"). The Operating Procedures contain additional information and obligations concerning your participation in the YTS Program, including requirements about (i) Applicant eligibility, (ii) YTS Application disclosures and processing including, without limitation, your verification of the identity of the Applicant and that the YTS Application was actually made and agreed to by each person identified as the Applicant, (iii) processing transactions, (iv) refunds, and (v) marketing and advertising. **You acknowledge having received and read the Operating Procedures, which are incorporated by reference herein and are an integral part of this Agreement.**

(c) In the event that we provide you with an internet address to process applications and transactions, it will be an address on a commercial site on the internet accessible by you but not accessible directly by Applicants. Such internet site will be owned, managed and maintained by us. We retain the right, title and interest in and to the internet site and your rights to the internet site are limited to the express terms of this Agreement. We may, in our sole discretion, change our reliance on and your use of such internet process upon prior notice to you.

(d) If financing for Services are desired by an Applicant, you will (i) collect the information for the YTS Application in accordance with this Agreement and our YTS Program Procedures, (ii) require the Applicant to complete the YTS Application and any related documents from us or our lending partners that we will provide, and (iii) give to the Applicant at the time the YTS Application is submitted all documentation we may reasonably request including, without limitation, the terms and conditions and privacy policy that applies to the Applicant's financing plan under the YTS Program.

### 3. Completion of Transaction Document and Purchase of Services.

(a) For each payment or purchase of Services made by a Client pursuant to this Agreement, you will present (or cause to be presented) to Client a sales slip, promissory note or other transaction document, as provided to you by us depending

on the Client's financing plan under the YTS Program, evidencing the transaction amounts for Services (each, a "Transaction Document"). You will prepare each Transaction Document and deliver it (or cause it to be delivered) to us in accordance with this Agreement and the YTS Program Procedures.

(b) If less than the full amount of any transaction is financed through the YTS Program, you will obtain payment in full by cash, check, or major credit card for the remaining balance due at the time the transaction is consummated.

(c) You will not discriminate against any Applicant by adding an extra or special charge, including without limitation, the amount of any administrative fees payable by you to us, to the normal price of the Services when a purchase is made using the YTS Program.

#### **4. Presentment of Transaction Documents.**

(a) Presentment of a Transaction Document Prior to Start of Services. You may present a Transaction Document to us for Services not completed at the time of such presentment so long as you provide reasonable disclosure to the Applicant and the charges are for your out-of-pocket costs incurred or Services actually started within thirty (30) calendar days of our acceptance of such Transaction Document. For purposes of this Agreement, Services are started upon your commencement of delivery of Services under the Client's education/tutoring plan.

(b) Refunds. You acknowledge and agree that, if you do not comply with this paragraph 4(a), the Applicant will have a right to request an account refund for the full amount of the Services in the Transaction Document. We also may refuse to accept, or having accepted, may revoke acceptance of any Transaction Document presented by you if an Applicant does not use the financing under the YTS Program or if the Services are not provided or performed in full or in part after our funding of the Transaction Document. Upon the occurrence of any refund request under this paragraph 4(b), you agree to return the amounts funded under the Transaction Document to us as a credit to the Applicant's account within ten (10) business days less that certain portion of the administrative fee to be credited to you calculated on a pro-rata basis.

**5. Our Payments to You.** We will pay you the net amount of all Transaction Documents presented to us by you in accordance with this Agreement and the YTS Procedures and accepted by us less the applicable administrative fee as provided in paragraph 6 below. We will also deduct any credits presented during the period, revoked Transaction Document, reversal amounts under Transaction Document, and any other amounts you owe us under this Agreement and any other contractual arrangement you may have with us or any of our affiliates. We will pay amounts due under Transaction Documents presented to us by automatic deposit through the Automated Clearing House ("ACH") or by any other method that we notify you of and choose to use. We will initiate an automatic deposit or otherwise initiate the payment within a reasonable time after the Transaction Document is presented; provided, however, that we reserve the right to periodically audit Transaction Documents before funding, or if we reasonably believe that you are insolvent or may be in default under any provision of this Agreement, we reserve the right to audit all Transaction Documents prior to sending payment. Any such auditing of transactions may delay payment. All such audits and examinations will be conducted in accordance with Paragraph 18 herein.

**6. Administrative Fees.** You agree to pay us any administrative fees relating to each Transaction Document as set forth in the schedule provided by us to you and as such administrative fee schedule may change from time to time upon our prior notice to you. The administrative fee may vary depending on the financing plan used for the Transaction Document, the date of the Client's purchase or payment, or any other criteria established by us. The administrative fee used for a Transaction Document will be the administrative fee in effect on the date we accept the Transaction Document. You authorize us to initiate a debit entry for administrative fees as provided by paragraph 7 below.

#### **7. ACH Authorization for Direct Deposits and Direct Debits.**

(a) You authorize us to automatically deposit amounts that we may owe you. Upon prior notice to you, you authorize us to withdraw any deposit amounts made in error. Such credit and debit entries will be to the bank account identified by you in connection with your registration for the YTS Program.

(b) The authorizations set forth in subparagraph 7(a) above will remain in effect until the earlier of the date on which no balances remain on any Client account established under the YTS Program or you cancel them in writing. We agree to comply with written notifications from you which change your bank account information, provided, however, that we receive such notification in a time and manner sufficient to give us and the bank or other financial institution reasonable opportunity to act on it.

**8. Fair Refund/Exchange Policy; No Recourse.** You agree to establish and maintain a fair, uniform and legally compliant policy for exchange, cancellation and/or return of Services sold under the YTS Program and to give credit upon each such return for the benefit of the Client. You will design such policy in a manner that it can reasonably be expected to be easily understood by the average Client (it being agreed that any such policy that precludes reimbursement under any circumstance for services not rendered is deemed unreasonable) and ensure the refunds, exchanges and returns are processed promptly. For the avoidance of any doubt, neither we nor our lending partners will have any recourse against the Provider for repayment of amounts owed by any Applicant or Client.

## **9. Representations and Warranties.**

(a) As to each YTS Application, YTS Program account, Transaction Document and each transaction evidenced thereby, you represent and warrant to us the following: (i) the information set forth on each YTS Application is accurate and correct as provided by the Applicant to you and that you have no knowledge or are aware of any facts, events, issues or circumstances which would lead you to believe such information is false or misleading, (ii) each YTS Application has been completed in compliance with this Agreement and the YTS Program Procedures, (iii) that the Services, have been or will be performed in a proper manner consistent with customary industry standards to the Clients complete satisfaction, (iv) that the transaction involves no advance of cash and no transaction other than that described in the Transaction Document and in accordance with this Agreement and YTS Program Procedures, (v) that the transaction is, in all respects, in compliance with this Agreement, the YTS Program Procedures and applicable law, and true completed copies of the YTS Program documents and Transaction Document were given to the Client at the time of the transaction, and (vi) that you have properly and fully completed all forms pursuant to the YTS Program Procedures.

(b) As to all transactions involving your Clients and Applicants, you represent, warrant, covenant and agree to us the following: (i) that you will use your best efforts in fulfillment of your obligations under this Agreement, the YTS Program Procedures and applicable fair lending and anti-discrimination laws and regulations to treat your Clients and Applicants fairly, equally and with due consideration to ensure that access to credit through the YTS Program is equally available to each such person, (ii) that you have not completed a YTS Application with an Applicant via telephone, but instead in person, unless otherwise agreed in writing by you and us, (iii) that you will not offer cash back programs or vouchers in conjunction with purchases made by a Client, (iv) that you have not increased the purchase price or cost of financing the Services financed under the YTS Program or taken any other adverse action against a Client or Applicant because either is a member of a protected class, as defined by applicable law, or has chosen to use the YTS Program to finance the purchase, and (v) you are the provider of the Services and you will only present Transaction Documents to us in connection with the sale of Services made directly by you.

(c) You represent and warrant that the execution of this Agreement does not constitute a breach or violation of any other obligation of yours or any other agreement to which you are party.

**10. Client Inquiries and Complaints.** Neither party will attempt to answer inquiries concerning the other party's products and services. Each party will refer inquiries concerning the other party's products and services to the customer service telephone numbers provided by such other party. Such other party will use reasonable efforts to address such inquiries in a timely and effective manner. You will cooperate with our reasonable investigations and/or our lending partners in response to a Client's refusal to pay amounts owed on his/her account in whole or in part due to complaints regarding the Services that are the basis for the amount owed. You agree to notify us immediately of any claim asserted by any Client or other person that arises out of your conduct, the conduct of any of your employees or agents, or the use of any facilities in connection with the Services.

**11. Professional Qualifications.** You possess, and agree to maintain during the term of this Agreement, the necessary and proper qualifications to engage in the tutoring/education related areas in which you practice and are required for your delivery of the Services from all applicable federal, state and local authorities and franchisors to otherwise remain in good standing with such authorities and franchisors. You also will ensure that all persons who render the Services at your place of business are qualified to do so.

**12. YTS Program Training.** You will ensure those employees, contractors, agents, representatives and other personnel in your office or otherwise assisting in the conducting of your business (or of any service provider or third party vendor of yours, as applicable) take and pass the Program training, to the extent applicable, and where necessary, receive official certification by us based on successful completion of any such training, in each case, solely to the extent any such person will or reasonably can be expected to, discuss or handle any part of the Program with, or on behalf of, a Client an Applicant.

**13. Ownership of the YTS Program.** You shall not secure any title to or other ownership interest in any elements of the YTS Program by virtue of this Agreement. You acknowledge and agree that the YTS Program is the exclusive property of our lending partners and us, as the case may be, and that all of the elements of the YTS Program, including the accounts created thereunder, account lists, our YTS Program Procedures, written specifications, training materials, programs, systems and screens, and all documentation and materials relating thereto, constitute trade secrets, which are the exclusive property of our lending partners and us. You agree to use the elements of the YTS Program and information about the YTS Program only for the purpose of enabling you to use the YTS Program as provided under this Agreement and for no other purpose. You acknowledge and agree that there has been no assignment, sale or pledge of any kind by you to us in connection with or resulting from this Agreement.

**14. Our Use of Your Marks.** You hereby grant us for the administration and operation of the YTS Program (particularly as it relates to billing and collection activities), a non-exclusive right and license to use the trade names trademarks, and

the like (collectively, “Marks”) that you use in conducting your business for our administration and operation of the YTS Program during and after the term of this Agreement. You represent that you own such Marks or, that if you do not own the Marks, that your licenses to use the Marks include the power to grant us the rights to use the Marks in connection with the YTS Program set forth in this Agreement. We agree that nothing herein shall give us any right, title or interest in the Marks, except the right to use the Marks in accordance with the terms of this Agreement, and that the Marks are your sole property. You acknowledge and agree that if there is any claim against either party that the Marks or any modifications thereof, as authorized by you, infringe the rights of another party, you will, at your own expense, defend our right to use of the Marks as authorized under this Agreement.

**15. Right to Use Our YTS Program Materials.** During the Term of this Agreement, we hereby grant to you a non-exclusive, non-transferable, right to use materials created or provided by us to you, for use in connection with the YTS Program and any other materials that are copyrighted or capable of being copyrighted by us (“YTS Provided Materials”), subject to the terms and conditions of this Agreement including the following: (i) you may not modify, change, alter, delete from or add to the YTS Provided Materials, including, but not limited to, any change in text, graphics, color, size or position, (ii) you will not use or disclose the YTS Provided Materials, in whole or in part, for the purpose of offering a product that competes with YTS, (iii) you will use the YTS Provided Materials in the manner specified by us in the YTS Program Procedures or as otherwise agreed to by the parties in writing, (iv) we retain all rights, title and interests in and to the YTS Provided Materials. The YTS Provided Materials are the sole property of ours and any and all uses by you of the YTS Provided Materials shall inure to our benefit. Any rights to the YTS Provided Materials are limited to the express terms of the license in this paragraph 15, (v) you will not take steps that would cause one to believe that any materials created or provided by you were created or provided by us or that we endorse such materials, and (vi) we will at all times be the sole and exclusive owner of all such YTS Provided Materials. No other rights to the YTS Provided Materials, express or implied, are granted by virtue of this Agreement.

**16. Client.** You represent and warrant that you maintain Client records in accordance with the information security and privacy provisions of the Gramm-Leach-Bliley Act 12 C.F.R. 1016 for purposes of this paragraph “the Act” and related laws. You further represent and warrant that you will (a) treat any YTS Application and/or any information that you receive in conjunction with a YTS Application as “Nonpublic Personal Information” (“NPI”) as defined in the Act, and (b) maintain such NPI in a manner compliant with the information security and privacy provisions of the Act, applicable laws and regulations related to NPI, including but not limited to ensuring that NPI is not shared, disclosed, or allowed to be accessed for any reason not directly related to your participation in the YTS Program. Finally, you represent and warrant that you have, and will continue to have for so long NPI of Clients participating in the YTS Program, adequate administrative, technical and physical safeguards to (i) ensure the security and confidentiality of Client records and information, (ii) protect against any anticipated threats or hazards to the security or integrity of such records, and (iii) protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any Client or Applicant, as the case may be. If you discover there has been a material breach in your security safeguards required by this Agreement, you will immediately notify us. We may thereafter take all reasonable and appropriate steps to protect such records and information in such event. You must also ensure the appropriate disposal and/or destruction of NPI upon termination of this Agreement and your participation in the YTS Program. The provisions of this paragraph 16 shall survive the termination of this Agreement.

**17. Confidential Information and Security Controls.**

(a) You hereby agree that you will not disclose any Confidential Information (defined below) in connection with your participation in, and/or exposure to, the YTS Program. “Confidential Information” is information not of a public nature including, without limitation, the terms and conditions of any agreement that you are a party to or have knowledge of in connection with the YTS Program, NPI, YTS Program reports, trade secrets, business and financial information, source codes, business methods, procedures, know-how and other information of every kind that relates to the YTS Program. Except, you may disclose such information to the extent disclosure is required by applicable law, or is necessary for the performance of the YTS Program; provided that (i) prior to disclosing any confidential information to any third party, you will give notice to us and our lending partners of the nature of such disclosure and of the fact that such disclosure will be made and (ii) prior to filing any documentation in connection with the YTS Program with any governmental authority or agency, you will consult with each of us and of our lending partners, as applicable, with respect to such filing and shall redact such portions which we and each of our lending partners, as applicable, requests be redacted, unless, in your reasonable judgment, based on the advice of your counsel (which advice shall have been discussed with respective counsel to us and each of our lending partners), you conclude that such request is inconsistent with your obligations under applicable law.

(b) Except as to NPI (to which the confidentiality obligations of this paragraph 17 always apply), these confidentiality obligations shall not apply to any information (i) which is generally known to the trade or to the public at the time of such disclosure, (ii) which becomes generally known to the trade or the public subsequent to the time of such disclosure; provided, however, that such general knowledge is not the result of a disclosure in violation of this agreement, (iii) which

is obtained by you from a source other than yourself, without breach of any obligation of confidentiality or secrecy owed to us, any of our lending partners or any other person or organization, or (iv) which is independently conceived and developed by you and proven by you through tangible evidence not to have been developed as a result of a disclosure of information to you, or any other person or organization which has entered into a confidential arrangement with, as the case may be, us or any of our lending partners.

(c) You acknowledge that any breach of these confidentiality provisions by you will result in irreparable damage to us and our lending partners and therefore in addition to any other remedy that may be afforded by law any breach or threatened breach of these confidentiality provisions may be prohibited by restraining order, injunction or other equitable remedies of any court. These confidentiality provisions will survive termination or expiration of any agreement with us or any of our lending partners.

(d) You shall establish commercially reasonable controls to ensure the confidentiality of accountholder information under the YTS Program and other Confidential Information and to ensure that accountholder and other Confidential Information is not disclosed contrary to these provisions, or any applicable privacy, security or other laws, rules and regulations. Without limiting the foregoing, you shall implement such physical and other security measures as are necessary to (i) ensure the security and confidentiality of accountholder and other Confidential Information, (ii) protect against any threats or hazards to the security and integrity of accountholder and other Confidential Information, and (iii) protect against any unauthorized access to or use of accountholder and other Confidential Information. You shall notify us immediately in the event you believe, or have reason to believe, that either a security breach or inappropriate disclosure of confidential information, or any other unauthorized intrusion, has occurred with respect to accountholder information, shall estimate the intrusion's affect and specify the corrective action taken by you.

(e) Upon termination of your participation in the YTS Program, you will take appropriate measures to properly dispose of, destroy and remove from your systems the Client accountholders' NPI (whether obtained from our lending partners or us), including without limitation any and all records regarding accountholders whether in paper, electronic, or other form, in your possession, including a compilation of such records.

**18. Examination of Books and Records, Access and Cooperation.** You agree to maintain a complete set of records (whether in physical, electronic or other format) of all of your business activities and operations at your principal place of business, including without limitation, those activities conducted by you in connection with this Agreement and the YTS Program for a minimum of seven (7) years (or such longer time period we notify you of) after their creation. We, together with our lending partners and our respective duly authorized agents, representatives and employees, and federal and state regulatory agencies which supervise us or our lending partners, shall have a right, upon reasonable notice and as often as we believe is necessary, to audit, inspect and copy any of the foregoing records, reports, files and related materials, related to any YTS transaction and you will cooperate and assist in any such audit or inspection. You also acknowledged and agree that we may, from time to time, monitor your administration and/or promotion of the YTS Program through anonymous requests to open or use accounts under the YTS Program and by other means. Each party will be responsible for its own costs and expenses in connection with any such audits and inspections. You further agree to cooperate with us to ensure ongoing security and protection of Client data relating to the YTS Program to ensure that the YTS Program complies in all respects with all applicable laws. You will, and will cause your service providers, third-party vendors and other vendors, agents and subcontractors to, make changes recommended by us with regard to data security and compliance with all applicable laws.

### **19. Indemnification.**

(a) Without limiting your indemnification obligations set forth elsewhere in this Agreement, you shall indemnify, hold harmless and, at our request, defend us and our affiliates and the respective officers, directors, employees and agents of us and our affiliates from and against any and all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, investigations, demands, assessments, adjustments, settlement payments, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), and deficiencies suffered, sustained, incurred or paid by us (collectively, "Losses") in connection with, resulting from, relating to, or arising out of any of the following: (i) any nonfulfillment, breach or default by you of any representation, warranty covenant, agreement, term or condition in this Agreement; (ii) the gross negligence or willful misconduct by you in the performance of your obligations under this Agreement; (iii) with respect to the Services provided by you, or any other similar action with respect to the Services provided by you or the advertising or promotion involving such products or services; and (iv) caused by circumstances relating to you that create harm to or loss of goodwill to us, our lending partners or respective affiliates.

(b) If any party entitled to indemnification under this Agreement (an "Indemnified Party") makes an indemnification request to the other, the Indemnified Party shall permit the other party (the "Indemnifying Party") to control the defense, disposition or settlement of the matter at its own expense; provided, however, that the Indemnifying Party shall not, without the consent of the Indemnified Party, enter into any settlement or agree to any disposition that imposes an obligation on the Indemnified Party that is not wholly discharged or dischargeable by the Indemnifying Party, or imposes any conditions or obligations on the Indemnified Party other than the payment of monies that are readily measurable for purposes of determining the monetary indemnification or reimbursement obligations of Indemnifying Party. The

Indemnified Party shall notify the Indemnifying Party promptly of any claim for which Indemnifying Party is responsible and shall cooperate with the Indemnifying Party in every commercially reasonable way to facilitate defense of any such claim; provided that the Indemnified Party's failure to notify Indemnifying Party shall not diminish Indemnifying Party's obligations under this paragraph 19 except to the extent that Indemnifying Party is materially prejudiced as a result of such failure. An Indemnified Party shall at all times have the option to participate in any matter or litigation through counsel of its own selection and at its own expense.

**20. LIMITATION OF CONSEQUENTIAL DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY GENERAL, PUNITIVE, DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR COVER DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF PERSONAL PROPERTY, OR ANY OTHER SIMILAR DAMAGE OR LOSS.

**21. Insurance.** You agree to maintain insurance coverage of such types and in such amounts as are customary and appropriate for your industry and the provision of the Services.

**22. Term and Termination.**

(a) Term. This Agreement shall be effective on the date the Agreement becomes effective pursuant to paragraph 1 and shall remain effective until one party gives the other party written notice of its decision, made in its sole discretion, to terminate this Agreement. Any voluntary or involuntary bankruptcy or insolvency by you shall be considered an immediate termination event and shall result in the termination of this Agreement.

(b) Effect of Termination. Notwithstanding termination of this Agreement by either party, (i) the provisions of this Agreement will continue in force as to all Transaction Documents accepted or approved by us prior to the effective termination date, (ii) the provisions of this Agreement will continue in force as to all Client accounts under the YTS Program established prior to the effective termination date (by way of example, processing of refunds); (iii) without limiting the provisions of clause (i), the representations and warranties, covenants, agreements, and obligations made or agreed to by you, including, but not limited to, your obligation to indemnify us as provided in this Agreement shall remain in full force and effect, and (iii) we and our lending partners may use your name and marks for purposes of liquidating, administering or collecting on amounts owed by Clients. In the event that we have provided any print materials, equipment or other items to you in connection with the YTS Program, you agree to return all such items to us upon termination of this Agreement.

(c) Remedies Upon Default. In the event of breach by either party, the non-breaching party will be entitled to exercise any and all rights and remedies as shall be available to it at law or in equity. The non-breaching party may exercise remedies concurrently or separately, and the exercise of one remedy will not be deemed either an election of such remedy or a preclusion of the right to exercise any other remedy.

**23. Survival Clause.** In addition to any provisions surviving termination pursuant to paragraph 22 and, without limiting the foregoing, paragraphs 4, 5, 6, 7, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 27, 29, 30, 31, 32, 33, 35, 36, 37, 39 and 41 will survive termination of this Agreement.

**24. Suspension of Processing.** If you fail or refuse to pay any amounts owed to us under this Agreement after our demand or if you are otherwise in breach of or default under any representation, warranty, covenant, term or condition of this Agreement, we may refuse to accept and arrange the funding or acceptance of any Transaction Documents presented to us, whether or not previously authorized or approved by us, until you have cured any such breach or default.

**25. Use of Service Providers or Third-Party Vendors.** You may not use service providers or third-party vendors to perform any of your obligations under this Agreement without our prior written consent.

**26. Compliance with the Patriot Act.** Notwithstanding anything to the contrary, we and our lending partners have certain requirements under the U.S.A. Patriot Act with which we must comply before opening an Account for a Client. Since you have initial contact with the Client, you agree to assist us in complying with the U.S.A. Patriot Act. Such assistance may include, but not be limited to, providing a disclosure as provided by us to the Client before he/she applies to open a YTS Account with us, and verifying Client's identity including, but not limited to, full name, physical address, date of birth, and/or taxpayer identification number upon our request and in the manner we reasonably request.

**27. Notices.**

(a) All notices under this Agreement shall be in writing and sent by certified mail, return receipt requested, or courier service for which evidence of receipt is generated. Notices shall be effective on the date of receipt by the party receiving notice. All notices to us shall be sent to YOUR TUITION SOLUTION, a division of Springstone Financial, LLC, Attn: President, 1700 West Park Drive, Suite 310, Westborough, MA 01581, with a copy which shall not constitute notice to



LendingClub Corporation, Attn: General Counsel, 71 Stevenson Street, Suite 300, San Francisco, CA 94105.

Notices to you shall be sent to your address listed on the signature page to this Agreement or such other address as you may advise us of by notice. Notice including, without limitation, any notice of termination, provided by us to any owner, officer, partner or manager of the Provider as provided herein shall be deemed notice to all such persons of the Provider. Either party may change the notice address to which notice must be sent by giving written notice of such change to the other party in the manner provided herein.

**You also acknowledge and agree, subject to our receipt of a written opt-out notice from you, that we may send you promotions, advertising and other communications of ours and our affiliates from time to time using any of the following methods: (i) via mail at the address listed on the signature page to this Agreement or (ii) any other marketing channel including but not limited to USPS mail, email or telephone.**

(b) Throughout this Agreement reference is made to our YTS Program Procedures. Notwithstanding the above provisions regarding notice, you agree that we may post our YTS Program Procedures on our website in the Online Education Center section and that doing such will constitute notice to you of such YTS Program Procedures. You also agree that you have an ongoing obligation to check the website on a monthly basis for any updates or changes to those YTS Program Procedures. The YTS Program Procedures are available by logging on to the Online Education Center section of our website located at [www.yts-learning.com](http://www.yts-learning.com), however, we may change the website address upon prior notice to you.

**28. Call Monitoring.** With respect to any service or similar calls you may make to us, you acknowledge that such calls may be monitored or recorded by us for quality assurance or other compliance purposes.

**29. Assignment and Binding Effect.** You will not assign this Agreement without our prior written consent. You agree that we may, at our sole discretion, assign this Agreement to any party or affiliate, including, but not limited to, our affiliate, LendingClub Corporation, upon notice to you of such assignment, as well as to any entity that acquires the portion of Your business that operates the YTS Program, or transfer or securitize all or any portion of the Client accounts or any related rights or interests therein. This Agreement will also be binding on and inure to the benefit of the parties' respective heirs, administrators, executors, successors, legal representatives and permitted assigns.

**30. Delay in Enforcement; Remedies Cumulative.** Our failure at any time to insist upon the performance of any provision of this Agreement will not operate as a waiver of any right or remedy we have under this Agreement. A waiver of one provision of this Agreement will not operate as a waiver of any other provision. No right under any provision of this Agreement may be waived except in writing and then only in the specific instance and for the specific purpose for which such waiver was given. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided for by law or in equity.

**31. Status of You and Us.** In performing our respective responsibilities pursuant to this Agreement, each party is in the position of independent contractors. You are not our agent or partner for any purpose whatsoever. You are not granted any right or authority to assume or create any obligation or responsibility on behalf of us, or in our name, or to bind us in any manner whatsoever.

**32. Modifications to this Agreement; Administration of the YTS Program.** We may modify this Agreement by providing prior notice to you, and we and our lending partners also have sole authority to prescribe the documentation requirements and the terms and conditions of the YTS Program. Our lending partners may amend or modify any of the foregoing at any time in their sole discretion without notice to you. Your continued submission of Transaction Documents or YTS Applications or other participation in the Program after the effective date of any such modification will constitute your acceptance of any such amendment or modification and your agreement to be bound by them, and any YTS Application or Transaction Document received by us will be subject to each such amendment or modification.

**33. Actions of Your Employees and Others.** You are responsible for the actions of your employees, contractors, agents, representatives and other personnel in your office. In the event any such person is no longer under your employment or in a role that supports your participation in the YTS Program, you will take reasonable steps to ensure they no longer have access to any NPI or access to our systems including changing any passwords necessary to access such information or system.

**34. Severability.** If any part of this Agreement is found to be invalid, illegal, void or unenforceable by reason of any rule of law, administrative or judicial provision or public policy, then that part will be curtailed only to the extent necessary to make it, and the remainder of this Agreement, legal and enforceable and to the extent such remaining parts accurately reflect the intent of the parties.

**35. Governing Law.** This Agreement and all rights and obligations hereunder, including, but not limited to, matters of

construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to the choice of law principles thereof.

**36. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS PARAGRAPH 36.**

**37. Dispute Resolution.** Any conflict, claim, or dispute between the parties arising under or related in any way to this Agreement, or any breach of this Agreement, or any claim that any of this Agreement is invalid, illegal, voidable, or void, or any other claim relating to either party's performance or non-performance of this Agreement, shall be subject to mandatory, binding arbitration under the authority of the American Arbitration Association. The arbitration shall be conducted before a panel of three arbitrators using the Commercial Arbitration Rules. The location of the arbitration shall be in Boston, Massachusetts. The arbitrators' award may be entered in any court with jurisdiction. At the request of either party prior to the arbitration award, the arbitrators shall make written findings of fact and conclusions of law as part of their award. Each party shall pay all applicable fees and costs billed by the American Arbitration Association prior to arbitration, including without limitation the arbitrators' fees and expenses.

**38. Facsimile and Electronic Signatures.** This Agreement may be executed by facsimile or other enforceable electronic signature which shall be deemed an original.

**39. No Third Party Rights.** Unless stated herein with respect to our lending partners, nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement, and our lending partners to the extent stated herein, and their respective heirs, administrators, executors, successors, legal representatives and assigns.

**40. Captions.** The captions used in this Agreement have been inserted for convenience and for reference only and will not be deemed to limit or define the text of this Agreement.

**41. Applicable Law.** As used in this Agreement, references to "applicable law" or "law" will be deemed to include and refer to all federal, state and local statutes, codes, ordinances, regulations, laws (including laws relating to unfair, deceptive or abusive acts or practices), published regulatory guidelines and regulatory interpretations, judicial or administrative orders and interpretations, as well as the requirements of any agency that supervises or otherwise exercises any authority over you. It is expressly understood that changes in the performance of either party's obligations under this Agreement necessitated by a change in interpretation of any applicable law will not constitute a breach of this Agreement.

**42. Entire Agreement.** This Agreement, including the YTS Program Procedures which are to be read together with this Agreement, supersede all prior agreements, representations, promises and statements, written or oral, made in connection with the subject matter of this Agreement and the YTS Program Procedures and no prior agreement, representation, promise or statement not written in this Agreement will be binding on the parties.

**BY SIGNING AND DELIVERING THIS YOUR TUITION SOLUTION PARTICIPATING PROVIDER AGREEMENT TO US, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. ANY MODIFICATION BY YOU OF THE TERMS OF THIS AGREEMENT SHALL REVOKE THIS OFFER FOR SERVICES AND SHALL CONSTITUTE A COUNTEROFFER WHICH SHALL REQUIRE OUR SIGNATURE TO BECOME ENFORCEABLE.**

The undersigned affirms he/she is an owner, officer, partner or manager of the Provider and has the express authority to submit this Agreement on Provider's behalf and to bind the Provider to this Agreement.

Name of Corporation / Partnership / LLC / LLP	Name of Center (DBA)
Signature of Center Owner	Date
Signer First Name	Signer Last Name
Contact Person Responsible for Financing:	
Contact First Name	Contact Last Name
Contact E-mail Address	
Place of Business / Street Address Line 1	Street Address Line 2 (Optional)
City	Zip
State	Center Phone Number