

Virtual Pacing Academy – Online Curriculum Agreement

Effective Date: _____, 20__

This Online Curriculum Agreement (hereinafter the "Agreement") is made by and between Virtual Pacing Academy, LLC (hereinafter "VPA") and _____, a participant in VPA's Online Curriculum, and sets forth the rights and obligations of each of the aforementioned parties in accordance with the following terms and conditions.

Article 1 - DEFINITIONS

A) The parties to this Agreement are defined as follows:

I) VPA, us, we: VPA is the creator, operator, and owner of the Online Curriculum and is responsible for providing the Online Curriculum in accordance with this Agreement. VPA, us, we, our, ours and other first-person pronouns will refer to VPA, as well as, if applicable, all employees and affiliates of VPA.

II) You, the user, the participant: You, as the participant in the Online Curriculum and user of online tools to access and engage in the Online Curriculum, will be referred to throughout this Agreement with second-person pronouns such as you, your, yours, or as user or participant.

III) Parties: Collectively, the parties to this Agreement (VPA and You) will be referred to as Parties.

B) The Online Curriculum details are as follows:

I) Online Curriculum Name: Virtual Pacing Academy – Full Academy Online Curriculum

II) Online Curriculum Description: VPA provides instruction over a 10-week, online program with an experienced instructor and mentor to train and assist you in obtaining knowledge that will accelerate your employment in working as a cardiac clinical specialist supporting pacemaker, defibrillator, and cardiac resynchronization devices and their implantation. Upon completion of the Online Curriculum, VPA's experienced professionals will help develop your interview skills and use our network to help identify and facilitate employment with a suitable employer.

III) Total Online Curriculum Fees ("Fees"): \$6,000.00 (Six Thousand and 00/100 U.S. Dollars).

IV) Online Curriculum URL ("Website"): www.virtualpacingacademy.com

Article 2 - ASSENT & ACCEPTANCE

By registering and paying the Fees to participate in the Online Curriculum and by signing this Agreement (including your electronic signature of same), you warrant that you have read and reviewed this Agreement in its entirety and that you agree to be bound by its terms and conditions. VPA relies upon your assent and acceptance of this Agreement, as evidenced by your registration and payment of the Fees, as a condition of providing the Online Curriculum to you.

Article 3 - LICENSE TO USE TEXTBOOK, WEBSITE & ONLINE CURRICULUM MATERIALS

We may provide you with certain information relating to your use and access of the Online Curriculum through the Website. Such information may include, but is not limited to, a textbook, documentation, data, or information developed by us and other materials which may assist in your participation in the Online Curriculum

("Materials"). Subject to this Agreement, we grant you a non-exclusive, limited, non-transferable and revocable license to use the Materials solely in connection with your participation in the Online Curriculum and your use of the Website. The Materials may not be used for any other purpose, and this license terminates upon your completion of the Online Curriculum, your cessation of use of the Online Curriculum or the Website, or at the termination of this Agreement.

Article 4 - ONLINE CURRICULUM

The Online Curriculum does not have a structured start date. We will make reasonable efforts to work with your schedule and be flexible in ensuring that you have reasonable opportunity to complete the 10-week Online Curriculum within fifteen (15) weeks of the date you start it. Whether or not you have completed the Online Curriculum within the said 15-week period, your access to VPA's instruction of the Online Curriculum and any rights or obligations under the Limited Conditional Job Placement Guarantee will expire 15 weeks after your start date.

At the completion of the Online Curriculum, you will receive a certificate evidencing your participation in, and completion of, the Online Curriculum. You will also receive assistance in obtaining employment as a clinical specialist in the cardiac device industry. This assistance shall be ongoing for a period of 180 days after completion of the Online Curriculum and includes: resume review, interview preparation, and networking.

The Online Curriculum and any of its accompanying Materials may not be shared with any third party. If we suspect that the Online Curriculum or Materials are being shared and/or that you have shared your log-in information with any third party, we reserve the right to immediately terminate your access to the Online Curriculum, in our sole and exclusive discretion, and in such event your Fees shall be forfeited in full.

The nature of the Online Curriculum is such that you will be required to have a computer with high-speed internet access and live 2-way video conferencing capability. VPA will neither supply nor pay for any of this technology on your behalf.

Each Week in the Online Curriculum consists of approximately 10 hours of work and is generally composed to maximize your readiness for the cardiac pacemaker industry:

- Week 1: Anatomy and Physiology, Pacemakers and Rhythms.
- Week 2: Testing Basics, Features and Modes.
- Week 3: Pacemaker Follow Up. Gateway Test 1.
- Week 4: ICD Concepts.
- Week 5: ICD Discriminators and Algorithms. Gateway Test 2.
- Week 6: Cardiac Resynchronization Therapy (CRT).
- Week 7: CRT Optimization. Gateway Test 3.
- Week 8: Case Studies.
- Week 9: Device Implant Overview.
- Week 10: Device Guidelines and Indications. Gateway Test 4.

Additionally, each week in the Online Curriculum includes a minimum of 3 hours of live instruction from our mentors/instructors on the week's relevant topics. The live instruction may exceed 3 hours under mutual agreement by you and the instructor. The Gateway Exams are designed to prevent you from moving on to more advanced concepts before more basic concepts have been mastered. Failing a Gateway Exam requires that you continue education with your instructor on the applicable topic(s) before moving on to the next week in the curriculum.

Article 5 - INTELLECTUAL PROPERTY

You agree that the Materials, the Online Curriculum, the Website, and any other Services provided by VPA are the property of VPA, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("VPA IP"). You agree that VPA owns all right, title and interest in and to the VPA IP and that you will not use the VPA IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the VPA IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from VPA.

Article 6 – CONSENT TO RECORDINGS; CONTENT YOU POST

By signing this Agreement and participating in the Online Curriculum, you agree and consent to the recording by audio and video means of you in your two-way audio-video instruction sessions and to VPA receiving and reviewing said recordings of you in your sessions from your instructor. You consent to the instructor creating and providing said recordings to VPA and consent to VPA using such recordings for any purpose in furtherance of this Agreement, the training of students, or the improvement of the Online Curriculum.

Through your participation in the Online Curriculum and your use of the Website, you may be permitted to post materials to the Online Curriculum pages and other parts of the Website ("User Contributions"). You hereby grant VPA a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of User Contributions you post. VPA claims no further proprietary rights in your User Contributions. You also agree to comply with the "Acceptable Use" provision of this Agreement for all User Contributions that you post, including and especially to not violate the intellectual property rights of any third party through your User Contributions.

Article 7 - YOUR OBLIGATIONS

You are required to register with us as a condition to be a participant in the Online Curriculum. Upon registering, you will choose a User Name, which may be your email address or another identifier, and a password. You must also provide accurate personal information, including, but not limited to, your name and address. This identifying information will enable you to participate in the Online Curriculum. You must not share your User Name or password with any third party, and if you discover your identifying information has been compromised, you agree to notify us immediately by email. You are responsible for maintaining the safety and security of your identifying information as well as keeping us apprised of any changes to your identifying information.

The billing information you provide us, including credit card, billing address and other payment information, is subject to the same confidentiality and accuracy requirements as the rest of your identifying information. Providing false or inaccurate information, or using the Online Curriculum or the Website to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

As a participant in the Online Curriculum, you will be asked to undertake and complete the following obligations:

- Online courses on www.medtronicacademy.com as dictated by the Curriculum.
- Gateway Exams designed to track your progress and mastery of relevant concepts.
- Bookwork in a textbook provided by VPA.
- A weekly minimum of 3 hours of live instruction over 2-way video conferencing, scheduled at your and your instructor's discretion.
- Resume creation and editing with our instructors.
- Interview preparation with our instructors.

Article 8 - PAYMENT & FEES

The total Fees for the Online Curriculum are \$6,000.00 (Six Thousand and 00/100 U.S. Dollars). The entirety of the Fees are due and payable upon your registration in the Online Curriculum. No payment plans or installment plans are available.

Article 9 - ACCEPTABLE USE

You agree not to use the Online Curriculum or the Website for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Online Curriculum or the Website in any way that could damage the Online Curriculum, Website, Services, or general business of VPA. You further agree not to use the Online Curriculum or the Website:

- I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- II) To violate any intellectual property rights of VPA or any third party;
- III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- IV) To perpetrate any fraud;
- V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- VI) To publish or distribute any obscene or defamatory material;
- VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- VIII) To unlawfully gather information about others.

Article 10 – RELEASE FROM LIABILITY

The Online Curriculum and Website are provided for informational purposes only. You acknowledge and agree that any information posted in the Online Curriculum, in the Materials, or on the Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between you and us. You further agree that your participation in the Online Curriculum is at your own risk. Except as expressly provided in our Limited Conditional Job Placement Guarantee stated herein, we do not assume responsibility or liability for any advice or other information given in the Online Curriculum, in the Materials, or on the Website. You expressly acknowledge and agree that you release VPA from any and all liability relating to your participation in the Online Curriculum. In any event, the maximum liability of VPA arising from or relating to this Agreement or your participation in the Online Curriculum shall be limited to the Fees you paid upon registering. This section applies to any and all claims by you, including, but not limited to, for compensatory, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

Article 11 – LIMITED CONDITIONAL GUARANTEE; NO OTHER WARRANTIES

Limited Conditional Job Placement Guarantee: VPA provides a limited guarantee that you will successfully achieve job placement in the Cardiac Rhythm Management (CRM) industry upon completion of the Online Curriculum, which limited guarantee is subject to the following terms and conditions:

1. You complete and graduate from the Online Curriculum within 15 weeks from the date you start the Online Curriculum;
2. You actively seek employment, in good faith, in the Cardiac Rhythm Management (CRM) industry for a period of at least six (6) months following your graduation from the Online Curriculum, which job seeking activity shall include, at a minimum, applying to appropriate jobs, preparing for interviews using VPA's guidance and assistance, following up with hiring managers and recruiters in a prompt and professional manner, and producing documentation of your job seeking activities to VPA (including without limitation job search logs, copies of applications or screenshots of online applications and any

employer or recruiter determinations received in response, and any other information VPA may request);

3. You are willing to relocate to a geographical location with job openings in the applicable field; and
4. You successfully pass any employer's background checks, drug testing, or other pre-employment screening that may be required by such employer.

VPA agrees to work with you, as part of the foregoing conditions, to try to assist in securing your job placement in the CRM industry by conducting interview preparation with you and utilizing VPA's networking and marketing resources as appropriate. If VPA verifies your compliance with these conditions and that you have been unable to secure reasonable employment in the CRM industry within said six-month period, VPA will refund fifty percent (50%) of your Fees paid to VPA. Your failure to complete and graduate from the Online Curriculum within 15 weeks from the date you start the Online Curriculum shall constitute a full release and forfeiture of Fees paid to VPA and any rights or obligations of VPA to you under this Limited Conditional Job Placement Guarantee.

Except as otherwise provided herein, you agree that your participation in the Online Curriculum and your use of the Website is at your sole and exclusive risk. We hereby expressly disclaim any and all express or implied warranties of any kind, except as to our Limited Conditional Job Placement Guarantee as set forth herein. We make no warranties that the Online Curriculum or Website will meet your needs or that the Online Curriculum or Website will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information in the Online Curriculum or on the Website. You agree that any damage that may occur to you, through your computer system, or as a result of loss of your data from your participation in the Online Curriculum or your use of the Website is your sole responsibility and that we are not liable for any such damage or loss.

Article 12 - REVERSE ENGINEERING & SECURITY

You agree not to reverse engineer, or attempt to reverse engineer or disassemble, any code or software from or on the Online Curriculum or Website. You further agree not to violate the security of the Online Curriculum or Website through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

Article 13 - DATA LOSS

We do not assume or accept responsibility for the security of your account or content. You agree that your participation in the Online Curriculum or use of the Website is at your own risk.

Article 14 - INDEMNIFICATION

You agree to defend and indemnify VPA and any of our members, officers, employees, and affiliates (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your participation in the Online Curriculum, your use or misuse of the Website, your breach of this Agreement, or your conduct or actions. You agree that we shall be able to select our own legal counsel and may elect to participate in our own defense.

Article 15 - SERVICE INTERRUPTIONS

We may need to interrupt your access to the Online Curriculum to perform maintenance or emergency services on a scheduled or unscheduled basis, or for other circumstances. You agree that your access to the Online Curriculum and/or Website may be affected by unanticipated or unscheduled downtime, for any reason, but that we shall have no liability for any damage or loss caused as a result of such downtime. Any such interruption caused by us shall trigger an extension of the period in which you may access and complete the Online Curriculum, which extension shall be for the same period of time as the duration of such interruption.

Article 16 - TERM, TERMINATION & SUSPENSION

We may terminate or suspend this Agreement with you at any time for any reason, with or without cause. We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of us or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. If we are required to terminate this Agreement through no fault of your own or cause attributable to you, we will refund the Fees you paid to VPA.

You may also terminate this Agreement at any time by providing written notice of termination to us. Please be advised that your termination of this Agreement, regardless of reason or timing, does not entitle you to a refund of any amount of the Fees paid to us.

The provisions of this Agreement shall survive termination and remain in full force and effect, except as to those provisions which, by their nature, could no longer be applicable due to said termination.

Article 17 - ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the Online Curriculum and all matters relating thereto. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral.

Article 18 - GENERAL PROVISIONS

A) JURISDICTION, VENUE & CHOICE OF LAW: Through your participation in the Online Curriculum and your use of the Website, you agree that the laws of the State of North Carolina shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and us, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts in Mecklenburg County, North Carolina. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

B) ARBITRATION: In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt, in good faith, to resolve the dispute through oral and written communications for a period of thirty (30) days from the date the first notice of any dispute or claim is provided in writing. If these attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in Mecklenburg County, North Carolina. The arbitration shall be conducted by a single arbitrator selected by VPA, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing state and federal law in North Carolina. Each Party shall pay their own costs and fees. Intellectual property claims by VPA shall not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to claims subject to arbitration.

C) ASSIGNMENT: You are not permitted to assign, sell, lease, or otherwise transfer, in whole or part, this Agreement or the rights granted hereunder, and any attempt by you to do so shall be null and void. If VPA assigns, sells, leases, or otherwise transfers this Agreement, or the rights granted hereunder, then in such event the rights and liabilities of VPA will bind and inure to any assignees, administrators, successors, and executors.

D) SEVERABILITY: If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

E) NO WAIVER: In the event that VPA fails to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

F) HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

G) NO AGENCY, PARTNERSHIP OR JOINT VENTURE: No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

H) FORCE MAJEURE: We are not liable for any failure to perform due to causes beyond our reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, significant and substantial downturn in the CRM market, a recession or depression in the economy, and other acts which may be due to unforeseen circumstances.

I) ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email us at the following address: virtualpacingacademy@gmail.com.

PARTICIPANT:

VIRTUAL PACING ACADEMY, LLC:

Signature

Signature

By: _____

By: _____

Date: _____

Date: _____