



**PATH TO SUCCESS
BAR PREPARATION PROGRAM**

PARTICIPATION AGREEMENT

WHEREAS, this Path to Success Bar Preparation Participation Agreement (hereinafter “Agreement”) is made between the Charlotte School of Law (“CSL”) and CSL Graduate _____ (“Graduate”);

WHEREAS, the Path to Success Bar Preparation Program (hereinafter “Path Program”) is a program starting in July 2015 that involves a partnership between CSL, commercial bar review vendors, and InfiLaw’s Central Services, designed to provide May 2015 graduates with the opportunity to gain a deeper understanding of critical bar exam tested content and skills at a less stressful pace than experienced by most other graduates.

WHEREAS, deferring the July 2015 bar exam and instead preparing for and taking the February 2016 bar exam allows Graduate to gain significantly more time to work toward first-time success on the exam; and

THEREFORE, the parties agree to the following:

SECTION I: CSL Obligations

I.A. CSL agrees to pay Graduate a one-time payment of \$5,000.00 for participation in the Path Program for the seven-month period from July 6, 2015 through February 24, 2016 (hereinafter “Initial Payment”). The Initial Payment will be processed upon acceptance of this Agreement.

I.B. CSL agrees to provide to Graduate a schedule for efficient completion of the self-directed, online bar prep activities which begin in August 2015.

I.C. CSL agrees to provide Graduate free tuition in the Corporate Compliance Certificate Program for the session beginning in July 2015 although the Graduate may choose to forfeit this benefit.

I.D. CSL agrees to pay an additional amount in the form of stipends (“Stipends”) to the Graduate if and only if Graduate successfully completes the required assignments during specific work periods, as set forth in and allowed by the Path Program Policies which are incorporated herein by reference and attached hereto as Exhibit A (hereinafter referred to as the “Policies”).

[CONTINUED ON NEXT PAGE]

SECTION II: Graduate Obligations

II.A Graduate agrees to pay CSL \$3,195.00 (hereinafter “Program Payment”) for the Path Program, with said Program Payment being submitted to the Finance Office of CSL within 15 days of receiving the Initial Payment referenced above. **This deadline will not be extended for any reason.**

II.B. If Graduate enrolls in the Path Program, accepts the Initial Payment, and then fails to substantially participate in the Path Program, Graduate is required to reimburse CSL the Initial Stipend or portions thereof. The exact portion of the Initial Payment which must be repaid to CSL and what qualifies as substantial participation being defined in Policies.

II.C. Graduate understands and agrees that Graduate must provide a signed W-9 form to CSL prior to CSL issuing the Initial Payment or the Stipends or any portion of any payments to Graduate. In addition, CSL will provide Graduate with a 1099 Form at the end of the calendar year and Graduate is solely responsible for the payment of all taxes associated with any amounts received by Graduate from CSL for the Path Program. In no event shall CSL be liable for all or any portion of any taxes, penalties, interest or other expenses that is incurred by Graduate. CSL recommends the Graduate obtain tax advice regarding any payments received from CSL for the Path Program in accordance with the terms and conditions of this Agreement.

II.D. In the event of a breach of this Agreement by Graduate or early withdrawal by Graduate from the Path Program, Graduate understands and agrees that Graduate’s account may be referred to a collection agency to collect any portion of the payment(s) not repaid by Graduate.

SECTION III: Termination of Agreement

III.A. CSL shall have the right, in its sole discretion, to terminate this Agreement and/or Graduate’s participation in the Path Program, due to Graduate’s breach of any term stated herein or stated in the Policies, upon written notice thereof to the Graduate.

III.B. Should Graduate wish to terminate the Agreement for any reason, Graduate is subject to the terms of the Policies regarding repayment of the Initial Payment

SECTION IV: General Terms of Agreement

IV.A. Except to the extent expressly stated in this Agreement, CSL and/or InfiLaw (including their respective officers, employees, representatives, and/or successors) make no representations or warranties in connection with this Agreement, the Path Program or any component thereof, including, without limitation, any guarantee that the Graduate will pass or achieve a certain score on the February 2016 bar exam as a result of Graduate’s participation in the Path Program.

IV.B. This Agreement shall be governed by the laws of the state of North Carolina. This Agreement contains the entire agreement and understanding of the parties regarding the subject matter hereof, and may only be amended or modified through a writing executed by both parties hereto.

