

CANDIDATE TRAINING AND PLACEMENT AGREEMENT

This Candidate Training and Placement Agreement is entered into effective as of _____, 20____ by and between CodingSolutions, LLC, an Alabama limited liability company (“CodingSolutions”), and _____ (the “Candidate”).

1. Training. During this program you will:

- a. Refine software skills,
- b. Work with common developer tools,
- c. Build a software project with an assigned team,
- d. Work with data modeling, QA testing, and app development,
- e. Work with instructors to get feedback to improve overall skills,
- f. Connect with hiring partners,
- g. and engage with a network of peers and professionals.

2. Placement Services.

a. CodingSolutions commits that, if the Candidate is accepted by CodingSolutions for its training and placement services program, CodingSolutions will offer to the Candidate training which will enhance the skills of the Candidate with the goal of matching the required skills of its participating clients’ available positions. Upon successful completion of the training program offered by CodingSolutions, the Candidate will be introduced to one or more prospective employers who have active positions available which, in CodingSolutions’ opinion, match the skillset of the Candidate. Candidate understands that each prospective employer will perform its own interviews and subject each Candidate to its own complete due diligence process. Coding Solutions has not nor will it perform any level of due diligence on any Candidate. Therefore, prospective employers may decline to offer a position to the Candidate as the result of that prospective employer’s due diligence or for other reasons of which CodingSolutions is not made aware. Unless informed by a prospective employer that the Candidate is not employable based on results of that employer’s due diligence, CodingSolutions will continue to attempt to match the Candidate with prospective employers throughout the one (1)-year period ending on the first anniversary of the date as of which the Candidate successfully competes all training provided by CodingSolutions.

b. The Candidate acknowledges and agrees that CodingSolutions is not assuring the Candidate that any prospective employers will offer a position to the Candidate. CodingSolutions' commitment is only that it will offer to the Candidate the training described above which it feels will enhance the Candidate's appeal to prospective employers and, upon the Candidate's successful completion of such training, will refer the Candidate to one or more prospective employers.

3. Nonrefundable Application Fee. Acceptance by CodingSolutions.

a. The Candidate will be required to pay CodingSolutions an application fee of \$_____ contemporaneously with his or her signing and delivering this Agreement to CodingSolutions. CodingSolutions shall take no action on the Candidate's application until receipt of the application fee. Such fee shall be nonrefundable regardless of whether the Candidate is selected by CodingSolutions to participate in its training and placement program, whether Candidate shall commence and successfully complete all training offered to him or her by CodingSolutions and regardless of whether the Candidate is offered and accepts employment by any prospective employer to whom he or she is referred by CodingSolutions.

b. Candidate acknowledges and agrees that his or her possible acceptance into CodingSolutions' training and placement service program is conditioned upon his or her: (i) payment of the application fee, (ii) providing CodingSolutions with the personal contact information requested by it, (iii) providing CodingSolutions with a sample software project requested by CodingSolutions and (iv), based upon its assessment of that sample software project, CodingSolutions' acceptance of the Candidate into its training and placement services program.

4. Information and Investigation. The Candidate represents and warrants that he/she has provided, and will continue to provide, complete, accurate, and necessary information regarding Candidate's qualifications and background. The Candidate has provided CodingSolutions with satisfactory evidence of his or her identity which includes, but is not limited to, a true and correct copy of the Candidate's passport or birth certificate, and a resume/curriculum vitae where such were requested by CodingSolutions. The Candidate has provided full and accurate information to CodingSolutions regarding all prospective employers to whom the Candidate has already approached or been referred to through an agency other than the CodingSolutions.

5. Cooperation. If contacted by a prospective employer referred by CodingSolutions, the Candidate will cooperate fully in scheduling and appearing for confirmed interviews.

6. Use of Information by CodingSolutions. All information provided by the Candidate to CodingSolutions may be provided by CodingSolutions to prospective employers.

7. Candidate's Conduct; Professionalism. The Candidate has not and will not engage in any conduct that:

- a. is detrimental to the interests of the CodingSolutions;
- b. would negatively affect CodingSolutions' relationship with any prospective employer;
- c. will bring disrepute or negatively affect CodingSolutions' general reputation or business standing, or
- d. will negatively impact Candidate's reputation or qualification for prospective employment.

8. Receipt of Offer of Employment. In the event that the Candidate is referred to a prospective employer by CodingSolutions, and the Candidate receives an offer of employment (whether as an employee, consultant, independent contractor, or otherwise), the Candidate shall inform CodingSolutions immediately of the offer and of the full details of the offer, including a copy of the offer letter if so requested by CodingSolutions. The Candidate is free to accept or reject any position referred by CodingSolutions.

9. Contact with Prospective Employers. Except with regard to negotiating terms after an offer of employment has been made, the Candidate shall not approach any prospective employer other than through CodingSolutions.

10. Costs and Expenses of Interviews. The Candidate shall be solely responsible for the costs of travel and any other expenses incurred in attending interviews or other meetings with prospective employers, and in providing proof of qualifications in connection with CodingSolutions' attempts to place the Candidate with a prospective employer.

11. Termination. The initial term of this Agreement shall a period of one (1) year from the effective date hereof unless this Agreement is terminated prior to the expiration of such term. This Agreement may be terminated by either party upon ten (10) days' written notice to the other party. Upon the termination of this Agreement, CodingSolutions shall remove all information concerning the Candidate from CodingSolutions' databases and platforms.

12. No Relation to Agency. The Candidate is not employed by CodingSolutions, and is not eligible to participate in any benefit plans of CodingSolutions under any circumstances. Nothing in this agreement shall be construed as creating the relationship of principal and agent, joint venturers, or employer and employee, between CodingSolutions and the Client.

13. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given (i) when received if delivered personally or (ii) the next day if delivered overnight by commercial delivery service, or (iii) three (3) days after mailing by registered or certified mail (return receipt requested) to the parties at the following address (or at such other address for a party as shall be specified by like notice):

If to CodingSolutions:

CodingSolutions, LLC

Attn: _Candidate Coordinator

300 Water Street, Suite 300

Montgomery, Alabama 36104

If to the Candidate:

To the address provided by the Candidate

to CodingSolutions and maintained in

CodingSolutions' records

14. Complete Understanding; Binding Nature; Assignment. This Agreement constitutes the full and complete understanding of the agreement of the parties, and shall be binding upon the heirs, personal representatives, successors, and assigns thereof, and supersedes any prior agreement in the premises. Notwithstanding any other provision of this Agreement, neither party may assign his, her or its rights or delegate his, her or its duties or obligations hereunder without the prior written consent of the other party, except

that CodingSolutions may assign its rights and obligations hereunder to a purchaser of substantially all of the assets of CodingSolutions.

15. Governing Law; Forum. This Agreement will be governed by and enforced in accordance with the laws of the State of Alabama. The parties agree that state and federal courts within the state of Alabama shall have the exclusive jurisdiction over any litigation brought or arising out of this Agreement.

16. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

17. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

18. Gender and Number. References in this Agreement to the masculine, feminine or neuter gender, and the singular or plural number, will each be deemed to include the others whenever the context so indicates.

19. Interpretation. The language used in this Agreement is the language chosen by the parties to express their mutual intent, and should the language of any provision of this Agreement subsequently prove to be ambiguous, misleading or contrary to rule of law or statute, it will not be construed adversely against one of the parties hereto because that party or its attorney drafted the provision.

The parties have executed this Agreement effective as of the date first above written.

Print Name: _____

Candidate

CODINGSOLUTIONS, LLC

By: _____

Print Name: _____

Title: _____

CodingSolutions