PAUL MITCHELL.

the school.

SAN JOSE

2200 Eastridge Loop Unit #1004, San Jose, CA 95122 (408) 531-9036

ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL

I, _____, and Paul Mitchell The School San Jose (the "School") agree as follows:

Please initial to reflect your understanding of the requirement.

❶ Any dispute I may bring against the School, or any of its parents, subsidiaries, officers, directors, or employees, or which the School may bring against me, no matter how characterized, pleaded or styled, shall be resolved by binding arbitration conducted by the American Arbitration Association (the "AAA"), under its Consumer Arbitration Rules ("Consumer Rules"), with the exception that the arbitrator appointment process shall be governed by AAA Commercial Rule 12(a)-(b). The arbitration shall be conducted and decided by a single Arbitrator. Any remedy available from a Court under the law shall be available in the arbitration. The arbitration hearing will be conducted in the city in which the campus is located.

Initials: _____

❷ Notice Regarding Borrower Defense Claims: I understand this Agreement is a condition of my enrollment in the School. This Agreement does not, in any way, limit, relinquish, or waive my ability to pursue filing a borrower defense claim, pursuant to 34 C.F.R. § 685.206(e) at any time. This Agreement does not require that I participate in arbitration or any internal dispute resolution process offered by the School prior to filing a borrower defense to repayment application with the US Department of Education pursuant to 34 C.F.R. § 685.206(e). Any arbitration, required by this Agreement, tolls (pauses) the limitations period for filing a borrower defense to repayment application pursuant to 34 C.F.R. § 685.206(e)(6)(ii) for the length of time that the arbitration proceeding is under way.

Initials: _____

❸ The Federal Arbitration Act ("FAA") shall govern the interpretation, scope, and enforcement of this Agreement. Any and all disputes concerning the interpretation, scope, and enforcement of this Agreement shall be decided exclusively by a Court of competent jurisdiction, and not by the Arbitrator.

Initials: _____

❹ Both the School and I explicitly waive any right to a jury trial. I understand that the decision of the Arbitrator will be binding, and not merely advisory. The award of the Arbitrator may be entered as a judgment in any Court having jurisdiction.

Initials: _____

❺ I agree that any dispute or claim I may bring shall be brought solely in my individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action, consolidated or joint action.

Initials: _____

❻ This Agreement does not affect either party's right to seek relief in small claims court for disputes or claims within the scope of the small claims court's jurisdiction.

Initials: _____

❼ I may, but need not, be represented by an attorney at arbitration.

Initials: _____

❽   Except as specifically required by the laws of the State of California, the fact of and all aspects of this arbitration and the underlying dispute shall remain strictly confidential by the parties, their representatives, and the AAA. I agree that any actual or threatened violation of this provision would result in irreparable harm, and will be subject to being immediately enjoined.

Initials: _____

❾   I understand the information about the AAA arbitration process and the AAA Consumer Rules can be obtained at www.adr.org. I shall disclose this Agreement to the AAA if I file an arbitration.

Initials: _____

❿   If any part of this Agreement is declared unenforceable or invalid, it shall be severable and the remainder of this Agreement shall continue to be valid and enforceable.

Initials: _____

⓫   I acknowledge and give my consent to use an electronic signature to bind me to this Agreement. I further acknowledge that this electronic signature attached to this document was created by me as a voluntary and knowing act that represents my intent to be legally bound.

Initials: _____

I HAVE HAD AN OPPORTUNITY TO FULLY READ AND UNDERSTAND THIS ENTIRE AGREEMENT WHICH CONSISTS OF TWO (2) PAGES. BY MY ABOVE INITIALS AND MY BELOW SIGNATURE, I CERTIFY, THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT.

Student Signature_____ Date _____

School Representative Signature _____ Date_____

_____
School Representative Name and Title