



Pandora Jewelry  
Educational Tuition Assistance  
Reimbursement Application and Tuition Agreement

*Tuition Reimbursement Application*

|                      |            |
|----------------------|------------|
| Employee Information |            |
| Name                 | Hire Date  |
| Position Title       | Department |

|                               |          |                 |           |
|-------------------------------|----------|-----------------|-----------|
| Education Program Information |          |                 |           |
| Specific Degree Pursuing      | Graduate | Undergraduate   | Associate |
| Education Institution Name    |          |                 |           |
| Date Course Begin             |          | Date Course End |           |
| Reimbursement Requested       |          |                 |           |

Please Note

- Approval is required before course begins
- After course is completed, grades, evidence of credit hour cost and itemized tuition receipt must be submitted to the Benefits Department within 30 days of completing the course and receiving the official grade.
- Reimbursement is for tuition costs and related fees (lab and library fees and books).
- A course grade of C or above is required
- Tuition Reimbursement will be subject to applicable taxes as required by current law.

*Tuition Agreement*

THIS EDUCATION REIMBURSEMENT AGREEMENT (the "Agreement" is made between ("employee"), and individual employed by Pandora Jewelry, LLC.

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1. Employees have completed the following course:

Name of educational course:

Date of completion:

2. The Company hereby authorizes payment to the Employee, as detailed on the Tuition Reimbursement Application, in the amount of

Covered Costs:

3. The Employee expressly agrees that by accepting the reimbursement of the Covered Costs, he will comply with all of the requirements of the Pandora Jewelry, LLC Educational Assistance Plan (including but not limited to the work obligation detailed in Section 4 below) and any other applicable policies in the Company Employee Handbook.

4. The Covered Costs are subject to a one-year Work Obligation.

- a. The Work Obligation means that the employee agrees to stay in the employee of the Company for one full year after the date of the Educational Course identified in Section 1 is completed and an official grade is received.

- b. If Employee's employment with the Company terminates for any reason (except the Company's termination without cause, as detailed in Section 5) prior to the completion of the Work Obligation, Employee shall immediately reimburse the Company for the Covered Costs. In the event the Employee is required to pay the Covered Costs:

- i. The Employee expressly authorizes the Company to deduct the maximum amount of the Covered Costs allowable by law from all remaining payroll and other checks including vacation payout to which the Employee is entitled to.

- ii. If the amounts deducted in accordance with Section 4(b)(i) above are not sufficient to fully repay the Covered Costs, the Employee shall be responsible to pay the Company any remaining unpaid balance plus interest at the prime rate per year. The remaining unpaid balance of the Covered Costs will be repaid in monthly installments over a period of not more than twelve months measured from the Employee's termination date.

- iii. In the event that the Employee fails to make payment in accordance with Section 4(b)(i) and/or 4(b)(ii) above, the Employee expressly agrees that the Company shall be entitled to take whatever legal action is necessary to

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recover the unpaid amount of the Covered Costs. In additional, if it is necessary for the Company to engage counsel and/or/ file a lawsuit to recover any unpaid part of the Covered Costs, the Employee further expressly agrees that the Company shall be entitled to recover all damages, losses, liabilities, expenses and costs, including but not limited to reasonable attorneys' fees, incurred by the Company in connection with, or as a result of, its retaining counsel and/or filing the lawsuit together with interest at the rate of six percent (6%) based upon the amount of the Covered Costs due, measured from the date on which the Covered Costs, or any portion thereof, was due to be repaid to the Company.

5. If the Company terminates the Employee and the termination is without cause and prior to completing the Work Obligation, the Employee has no obligation to repay the covered costs.
6. Employee and the Company agree that this agreement does not waive or alter in any manner the status of employee as an employee at-will. Employee will continue to be an employee at-will, subject to termination of employment for any reason, without cause. The period of duration of the agreement is included herein solely for the purpose of ensuring that the Company receives fair value in terms of its investment and is not in any way to be construed as a change or waiver to employee's at-will status. Employee represents to the Company that there have been no promises, implied or expressed, made to employee that Employee's status is anything other than at-will.
7. The parties that this Agreement is divisible and separable so that, if any provision or provisions shall be held to be unreasonable, unlawful, or unenforceable, such holding shall not impair the other provisions.
8. Employee acknowledges and represents to the Company that he:
  - a. Is signing this document knowingly and voluntarily and
  - b. Is not being required to sign this document as a condition of his employment or the continuation thereof.
9. The Agreement shall be interpreted in accordance with state applicable laws.



IN WHITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES HERETO.

|                             |                 |
|-----------------------------|-----------------|
| <b>Pandora Jewelry, LLC</b> | <b>Employee</b> |
| Printed Name                | Printed Name    |
| Signature                   | Signature       |
| Date                        | Date            |