



Tuition Reimbursement Repayment Agreement

This Tuition Reimbursement Agreement (“Agreement”) is made and entered into as of _____, by and between _____ (“Associate” or “you”) and Inovalon Holdings, Inc., a Delaware corporation, (including its affiliates and subsidiaries, “Employer” or the “Company”). Each of Employer and Associate may also be referred to in this Agreement as a “party” or collectively as the “parties.” Associate desires to enhance his/her skills and has applied for and been accepted into the _____ (“Course”) at _____ (“Program”) beginning on _____ and ending on _____.

The parties, intending to be legally bound hereby, agree as follows:

1. Employer agrees to reimburse Associate for eligible tuition expenses for the Course (the “Reimbursement Amount”) if:
 - (a) you have provided itemized receipts to Total Rewards,
 - (b) you have submitted a copy of an original school transcript showing a grade of A, B or Pass for the Course, and
 - (c) you are actively employed by the Employer for the duration of the course.
2. In the event you should decide to terminate your employment with Employer before one year of service following completion of the Course for which reimbursement was provided by the Employer, you will repay the Employer the Reimbursement Amount. In the event the Associate is unable to complete a course due to unforeseen business reasons related to the Company and which have been verified by the Associate’s business leader, Associate will not be liable for repayment of tuition expenses lost and will be eligible to reapply for tuition reimbursement to re-take the course.
3. You authorize Employer to deduct from your final paycheck(s), any wages, salary, accrued leave, or from any other sums otherwise owing to you any amount due to Employer under this Agreement. You acknowledge that if the sum of any wages and other amounts outstanding is not enough to reimburse Employer the amount owed under this Agreement, you are required to pay Employer any remaining balance no later than 30 days after your termination date.
4. If you refuse or fail to reimburse the Reimbursement Amount to Employer no later than 30 days after your termination date, Employer is entitled to reimbursement of all reasonable costs allowed under the law, including reasonable attorney’s fees and costs incurred by Employer, in seeking to enforce the terms of this Agreement.
6. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.
7. This Agreement is governed by laws of the Maryland without regard to its conflicts of law principles.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Associate:	Employer:
By:	By:
Name:	Name/Title: