

INTRODUCTION

Ashford University (“Ashford”) values the integrity of its employees. The position you hold within Ashford demonstrates the trust we have in you. Compliance with all Ashford policies, and performance of our duties according to the highest standards of honesty and integrity, are expected of all of us.

This Student Loan Code of Conduct applies to: (1) all officers and employees of Ashford who have responsibilities with respect to private education loans or who have dealings with Education Lenders or Servicers as defined below; and (2) all employees of Ashford who work in Ashford’s financial aid office or financial services department (collectively “Covered Employees” or “you”). If you violate provisions of this Code of Conduct, you may be subject to discipline, up to and including termination of your employment. If you violate provisions of this Code of Conduct, you also subject Ashford to possible sanctions or liability. When a provision of this Code of Conduct refers to Ashford it also applies to you as a Covered Employee.

All Ashford employees also must abide by the Code of Ethics adopted by Bridgepoint Education, Inc. (“Bridgepoint”). To the extent that any provision in this Student Loan Code of Conduct is more restrictive than the policies set forth in the Code of Ethics, the Covered Employee is expected to abide by the more restrictive provision.

If you do not understand any provisions of the Code of Conduct or have any related questions that are not answered in the Code of Conduct, you should always feel free to call on the resources listed in the section below titled Seeking Assistance. If you suspect or detect any activity you believe to be contrary to the Student Loan Code of Conduct, you are required to report it confidentially and promptly to your supervisor, or if you are uncomfortable with reporting the matter to your supervisor, to the Vice President of Ethics and Compliance of Bridgepoint, the parent company of Ashford. It is our policy to promptly investigate suspected violations of this Student Loan Code of Conduct. To the maximum extent possible, Ashford will protect the confidentiality of persons who report possible breaches of this Code of Conduct on the part of other persons.

QUESTIONS TO ASK YOURSELF

If you are confronted with a situation that seems to implicate any of the provisions of this Code of Conduct, ask yourself the following questions:

1. What is the purpose of this Code of Conduct? Is my action, even if it appears to be consistent with the Code, going to be consistent with that purpose?
2. Would I want my actions reported on the evening news or in any trade publications?
3. What will be the direct and indirect consequences of my decision or action for Ashford?
4. Even if I am sure that my actions are proper, is there a chance that they may appear to others as improper?

DEFINITIONS

1. **“Covered Employee”** means those employees of Ashford who are subject to this Code of Conduct.
2. **“Education Lender”** means a lender who makes private education loans that are not insured by the federal government.
3. **“Servicer”** means an entity that services private education loans.

SEEKING ASSISTANCE:

If you have a question regarding any policy contained in this Code of Conduct or you are aware of any actual or potential breach, you should contact the Vice President of Ethics and Compliance of Bridgepoint at 866-475-0317 ext. 6868. If your questions or concerns are not adequately addressed at that level, you may call the Employee Hotline at 877-874-8416.

STUDENT LOAN CODE OF CONDUCT PROVISIONS

I. CONFLICTS OF INTEREST

A conflict of interest exists when your personal situation interferes with your judgment and makes you unable to act in the best interest of Ashford or the students of Ashford.

As a Covered Employee you must avoid conflicts of interest. Accordingly, you must comply with the specific rules below, as well as the other rules included in this Code of Conduct that address, among other things, conflicts of interest in the area of student loans and your interactions with Education Lenders and Servicers:

1. You must avoid actual and potential conflicts of interest between your duties and responsibilities at Ashford and your dealings with Education Lenders and Servicers who play any role in student financial aid at Ashford.
2. You must not accept any fees, payments or other financial benefits from any Education Lender or Servicer, except as otherwise specifically described in this Code of Conduct.
3. You may not serve as a paid or unpaid member of a Board of Directors of an Education Lender or a Servicer.
4. You may not serve as a paid or unpaid consultant or employee for an Education Lender or Servicer.
5. You may not serve on an Education Lender's Advisory Board.

II. GIFTS AND BUSINESS COURTESIES

1. You may not accept or solicit gifts from any Education Lender or Servicer. Gift is broadly defined to include anything of more than a nominal value (more than the equivalent of \$10 U.S. dollars), and may include the gift of services, transportation, lodging or meals, whether provided in kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred. Cash gifts or their equivalent (e.g., gift cards or vouchers) may not be accepted under any circumstances. If you are offered a gift by an Education Lender or Servicer, you must decline the offer of a gift. Your family members and close friends should not accept gifts from an Education Lender or Servicer if you have any reason to believe or suspect that the gift was offered to a family member or close friend of yours because of your position with Ashford. Notwithstanding the above, if you receive a gift basket of food such as chocolates or fruit that may have more than a \$10 U.S. dollar value, you may exercise reasonable discretion and make the gift available to your entire department or to students rather than returning the gift to the Education Lender and Servicer.
2. You may accept food, refreshment, training or informational material provided as part of training by an Education Lender or Servicer provided the training or informational material is designed to improve the service of the Education Lender or Servicer, and provided the training contributes to your professional development.
3. If you are invited by a Lender or Servicer to a meal, entertainment event or for drinks, you must pay for your own expenses. If appropriate under Ashford's expense reimbursement policy, you may request reimbursement from Ashford for reasonable expenses that you personally incur.
4. A "gift" does not include standard materials, activities or programs on issues related to a loan product, default aversion, debt management or financial literacy, such as an e-mail communication to students, a brochure, a workshop or training, provided that students are informed of the name of any Education Lender or Servicer that assisted in preparing or providing such materials, activities or programs. Printed materials must contain the name of the Education Lender or Servicer that provided such materials, and should not contain any Ashford logos or trademarks or the logos or trademarks of Bridgepoint.
5. Ashford may also use entrance and exit counseling tools provided for free by Education Lenders or Servicers of education loans, as long as:
 - a. Ashford is in control of such counseling session; and
 - b. The counseling does not promote the specific products or services of any specific Education Lender.

III. INTERACTIONS WITH STUDENT AND PARENT BORROWERS

1. Ashford may not refuse to certify, or delay certification of, any loan based on the borrower's choice of an Education Lender.
2. Ashford does not currently enter into preferred lender arrangements with any Education Lenders, nor does it publish or use a preferred lender list. Ashford must inform students that they have the right and ability to select the Education Lender of their choice. Ashford is not responsible for a lender's decision not to make loans to eligible students attending the school.

IV. OFFERS OF PRIVATE LOAN FUNDS OR OTHER FINANCIAL PRODUCTS

1. Ashford does not recommend, promote or endorse any Education Lenders. Ashford will not accept from any Education Lender any offers of funds for private education loans, or offers of access to or preferential rates on private education loans, including funds for an opportunity pool, in exchange for putting the Education Lender on a preferred lender list for private education loans, or in exchange for referring or promising the Education Lender private education loan volume or private loan applications.
2. An Education Lender or Servicer may provide non-lending services to Ashford; however, Ashford must pay for these services at market rates, excluding default aversion services and other services, which may be provided to Ashford free of charge under Section II.4, and you may not promise or give the Education Lender or Servicer any advantage with respect to education loans in exchange for the non-lending services. Any such purchase of non-lending services from an Education Lender or Servicer must be pre-approved in writing by Bridgepoint's Vice President of Ethics and Compliance.
3. Nothing in paragraph 1, above, prohibits Ashford from accepting scholarships or philanthropic contributions from an Education Lender or Servicer that are unrelated to education loans. If an Education Lender or Servicer tells you of any offer of scholarships or philanthropic contribution to Ashford, you should notify the Vice President of Ethics and Compliance of Bridgepoint and obtain approval before committing Ashford to accept such offer.
4. Nothing in paragraph 1, above, prohibits Ashford from accepting state education grants, scholarships or financial aid funds administered by or on behalf of a State.

V. REVENUE SHARING PROHIBITED

Ashford may not accept any fees or payments of any kind, including, without limitation, marketing fees or referral fees, from an Education Lender, in return for placing the Education Lender on a preferred lender list, or referring private education loan volume or loan applications to the Education Lender.

VI. STAFFING ASSISTANCE PROHIBITIONS

Ashford may not request or accept from any Education Lender any staffing assistance or call center assistance for the financial aid office, regardless of whether such Education Lender proposes to charge Ashford for such services.