

TERMS AND CONDITIONS

BY USING OR PURCHASING THE CONSULTING SERVICES OR TRAINING SERVICES, CUSTOMER SIGNIFIES ITS ASSENT TO THESE TERMS AND CONDITIONS. IF CUSTOMER DOES NOT ACCEPT THE TERMS AND CONDITIONS, THEN IT MUST NOT PURCHASE OR USE THE CONSULTING SERVICES OR THE TRAINING SERVICES.

These terms and conditions apply to consulting and training services is between the Customer ("Customer") and Veronica Hill for The Leadership Consultant ("Consultant"), a Florida corporation. These Terms and Conditions are effective upon Customer's signature or payment for or usage of the Training Services or Materials, each of which constitutes Customer's agreement to these terms and conditions.

1. SCOPE

- 1.1. SERVICES. These terms and conditions apply to consulting services or training courses offered by The Leadership Consultant (the "Training Services" or "Consulting Services" or "Services") and provided to Customer's designated attendees (the "Attendees"). The Training Services *may* include the following:
 - 1.1.1. Classroom training at Consultant's designated location ("Classroom Training");
 - 1.1.2. Onsite training at Customer's designated location ("Onsite Training");
 - 1.1.3. Instructor-led remote training ("Virtual Classroom Training"); and
 - 1.1.4. On demand prerecorded audio/video sessions available over the Internet ("On Demand Training").
- 1.2. INCIDENTALS TO THE SERVICES. Consultant may also provide slides, documents, examples, test questions, and other materials (the "Materials"). For Onsite Training, Consultant agrees to comply with Customer's reasonable security procedures provided Customer informs Consultant of such procedures in advance. Both parties agree to comport themselves in a professional manner and perform their obligations hereunder in accordance with good business practices.
- 1.3. CONTROL OF SERVICES. Consultant shall determine the time, place, method, details, and means of performing the Services. When necessary, Customer agrees to furnish any facilities, personnel and equipment necessary to facilitate Consultant's providing the Services.
- 1.4. ACCESS TO TRAINING. Upon payment of all sums due by Customer, Consultant will grant each Attendee (i) a non-exclusive, nontransferable license to access the particular Services for which Customer has paid, and (ii) a non-exclusive, non-transferable license to use a single copy of the Materials. For On Demand or Online Training, Consultant will provide Customer with an electronic version for each item purchased to be distributed to the attendee(s). When applicable, Customer may use each access code or electronic materials only for as many Attendees as are authorized by such code to receive access to the Training Services.
- 1.5. TECHNICAL REQUIREMENTS. To properly utilize the Services, Customer may need to meet particular software or hardware requirements (for example, appropriate computers or appliances, stable Internet connection, verification of network communication paths, up-to-date web browser, operating system, etc.). Consultant may post such requirements online or otherwise inform Customer of such requirements. Customer is responsible for meeting such requirements. If technical issues arise during the Services, Consultant will use commercially reasonable efforts to resolve such problems, but will have no liability based on Customer's failure to meet technical requirements.

- 1.6. PARTICIPATION. If Customer or its Attendees do not attend a scheduled session without properly rescheduling, payment for such Services is forfeited. Customer may not reschedule Services more than one (1) time. For On Demand Training, Customer must use the Services during the defined period.
 - 1.7. GENERAL PROVISIONS. Consulting Services or Training Services are only for Customer's internal use and Customer may not use the Services to supply any consulting services or training services to any third party.
2. CONSULTANT PERSONNEL
 - 2.1. CONSULTANT STAFF. Consultant will provide adequate staff to render the Services.
 - 2.2. INDEPENDENT CONTRACTOR. Consultant is an independent contractor. Neither Consultant nor Consultant's employees are, or shall be deemed for any purpose to be, employees of Customer. Customer shall not be responsible to Consultant, Consultant's employees or any governing body for any payroll-related taxes related to the performance of the Services.
3. RECORDS
 - 3.1. RECORDS. Consultant shall maintain complete and accurate accounting records, in a form in accordance with generally accepted accounting principles, to substantiate Consultant's charges and expenses hereunder and Consultant shall retain such records for a period of one (1) year from the date of final payment.
4. PAYMENT
 - 4.1. PAYMENT. Payment will be made by Customer to Consultant at the time Customer purchases the services via online/electronic payment processing provided on Consultant's website.
 - 4.2. Client is responsible for any fees associated with services outside the scope of this Agreement, including, but not limited to: filing fees, additional materials outside the scope of this Agreement, or membership fees.
 - 4.3. All payments made by Customer to Consultant are nonrefundable.
5. INSURANCE
 - 5.1. INSURANCE. Consultant shall procure and maintain for itself and its employees all insurance coverages as required by law.
6. OWNERSHIP
 - 6.1. OWNERSHIP OF DELIVERABLES. Unless otherwise set forth in an Order Form, Customer acknowledges that it is not obtaining any intellectual property rights from Consultant under these Terms and Conditions.
 - 6.2. INTELLECTUAL PROPERTY. Notwithstanding anything to the contrary, Consultant retains ownership of all copyright and other intellectual property rights in the Training Services and Materials, including any documentation, data, technical information and know-how provided to Customer or its Attendees. Customer agrees that it must obtain Consultant's prior written consent before it may: (i) copy any of Consultant's copyrighted material; (ii) use any recording equipment (including, but not limited to, audio recorders, video recorders, and cameras) during

the Training Services; or (iii) use Consultant's trademarks, trade names, or other designations in any promotion or publication.

- 6.3. CUSTOMER USE OF MATERIALS. Customer will be entitled to keep and use all Training Materials provided by Consultant to Customer, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to Consultant. In particular and without limitation, Training Materials may not be modified including translated, re-distributed, disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way.
- 6.4. RESIDUAL RIGHTS. Notwithstanding the above, Consultant and Customer agrees Customer's employees and agents will be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any Services performed under this Agreement, subject to its obligations respecting Customer's and Consultant's Confidential Information.
- 6.5. CUSTOMER'S MATERIALS. Customer grants to Consultant a nonexclusive, non-transferable, royalty-free license to use materials provided by Customer to Consultant during the term of this Agreement solely for the purpose of performing the Services for Customer.

7. CONFIDENTIALITY

- 7.1. CONFIDENTIAL INFORMATION. "Confidential Information" means information belonging to or in the possession or control of a party (the "Disclosing Party"), its customers or its suppliers which is of a confidential, proprietary, or trade secret nature, including without limitation all business information, technological information, intellectual property, training material, and other information related to Disclosing Party's business that the other party (the "Receiving Party") has access to under this Agreement and that are not readily available to the general public (collectively, "Confidential Information"). As between Disclosing Party and Receiving Party, Confidential Information will remain the property of Disclosing Party. Receiving Party will preserve and protect all Disclosing Party Confidential Information and Receiving Party will not disclose the existence, source, or content of Confidential Information, except to its employees or contractors with a need to know and under obligation of confidentiality at least as stringent as under this Agreement.
- 7.2. NON-DISCLOSURE. The parties agree that they will not, at any time during or after the term of this Agreement, disclose any Confidential Information to any person, and that upon termination of this Agreement, each party will return any Confidential Information that belongs to the other party.
- 7.3. EXCEPTIONS. "Confidential Information" will not include information that (a) is already known to Receiving Party, free of any obligation to keep it confidential; (b) is or becomes publicly known through no wrongful act of Receiving Party; (c) is received by Receiving Party from a third party without any restriction or confidentiality; (d) is independently developed by Receiving Party without reference to Disclosing Party's Confidential Information; or (e) is disclosed to third parties by Disclosing Party without any obligation of confidentiality.

8. REPRESENTATIONS.

8.1. REPRESENTATIONS. ALL TRAINING SERVICES, MATERIALS OR OTHER INFORMATION PROVIDED BY CONSULTANT UNDER THIS AGREEMENT ARE FURNISHED ON AN "AS-IS" BASIS. CONSULTANT MAKES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CONSULTANT MAKES NO WARRANTY AS TO ANY RESULTS TO BE ATTAINED BY RECEIVING THE TRAINING SERVICES, ATTENDING THE CLASSES, RECEIVING CERTIFICATION OR USING THE MATERIALS PROVIDED HEREUNDER.

9. LIMITATIONS OF LIABILITY & BENEFICIARIES

9.1. LIMITATION OF LIABILITY. IF CUSTOMER SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM CONSULTANT (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS), CONSULTANT WILL BE LIABLE **ONLY** FOR THE AMOUNT OF CUSTOMER'S ACTUAL DIRECT DAMAGES, **NOT TO EXCEED** (IN THE AGGREGATE FOR ALL CLAIMS) **THE FEES PAID** TO CONSULTANT FOR THE SPECIFIC TRAINING SERVICES GIVING RISE TO SUCH LIABILITY THAT ARE THE SUBJECT OF THE CLAIM.

9.2. FORCE MAJEURE. Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control (excluding payment of monies due). To the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure *shall not* include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

9.3. THIRD PARTY BENEFICIARIES. Unless otherwise specifically stated, the terms of this Agreement are intended to be and are solely for the benefit of Customer and Consultant and do not create any right in favor of any third party.

10. GENERAL

10.1. TERM AND TERMINATION. This Agreement shall commence when last signed by both parties and shall continue for a period of one year *or* upon the completion of the work specified under this Agreement, whichever comes first. In the event of any material breach of this Agreement by either party, the other party may cancel this Agreement. Either party may terminate this Agreement by giving the other party thirty days (30) of written notice of its election to terminate. In such case, Customer agrees to pay Consultant for all charges and expenses incurred by the Consultant up to the effective date of termination.

10.2. ASSIGNMENT. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. A sale of substantially all the assets of a party or a merger of a party does not constitute and assignment for purposes of this clause.

10.3. NOTICES. Any notices or communication under this Agreement shall be in writing and shall be by confirmed electronic communication, The parties' contact information is specified below:

If to Customer:

Contact information provided when making the online payment for services provided by Veronica Hill for The Leadership Consultant.

If to Consultant:

Attn.: Veronica Hill

The Leadership Consultant

Email: Veronica@theleadershipconsultant.co

Telephone: [REDACTED]

10.4. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10.5. LEGAL RECOURSE. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10.6. MODIFICATIONS. No changes or waivers to this Agreement shall be binding unless made in writing and duly signed by authorized agents of both parties.

10.7. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

10.8. WAIVER. No waiver of rights by either party may be implied from any actions or failure to enforce rights under this Agreement.

10.9. COMPLETE AGREEMENT. This Agreement and each Exhibit attached hereto set forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by authorized agents of both parties.