

LAS PODCASTERS MASTERMIND

BY PURCHASING THIS PROGRAM YOU (HEREIN REFERRED TO AS "CLIENT")
AGREE TO THE FOLLOWING TERMS STATED HEREIN.

Program/Service

Las Podcasters (herein referred to as the "Company") agrees to provide services of Las Podcasters Mastermind (herein referred to as "Program"). Customer agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

Disclaimer

Client acknowledges that neither the Company, their affiliates, nor any of their respective employees, agents, third parties, or licensors warrant that the services will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from these Events as to the timeliness, sequence, accuracy, reliability, completeness, or content of any information or service provided through the Events.

Client understands that the Company does not offer any representations, warranties, or guarantees, verbally or in writing, regarding your earnings, business profit, marketing performance, audience growth or any results of any kind. Client agrees that their results are dependent on various factors including but not limited to, skill, knowledge, ability, dedication, business acumen, and finances and in no way dependent on any information the Company provides to Client.

Except as specifically provided in this agreement or where the law requires a different standard, you agree that the Company is not responsible for any loss, property damage, death, illness or bodily injury, caused by your attendance at the Events. To the maximum extent permissible under applicable law, the Company will not be responsible to the Client or any third party claims through the Client for any direct, indirect, special or consequential, economic or other damages arising in any way out of your purchase or attendance at the Events.

Client understands that a coaching relationship does not exist between the parties after the conclusion of the Events. If the Parties continue their relationship, a separate agreement will be entered into.

Program Structure

The Program shall include:
Monthly Mastermind Nights
Mastermind Exclusive Group.

Refund Policy

No refunds will be issued and transfers are not available.

Confidentiality

The Company respects the Client's privacy and insists that the Client respects the Organizer's and the other Event Participants (herein referred to as "Participants"). Thus, consider this a mutual non-disclosure agreement. Any Confidential Information shared by the Company, any representative of the Company, or the Participants is confidential, proprietary, and belongs solely and exclusively to the Party who discloses it. All Parties agree not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions, from the forum or otherwise.

Client agrees not to use such confidential information in any manner other than in discussion with the Company or other Participants during the Events. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party.

Both Parties will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

Further, Client agrees that if they violate or display any likelihood of violating this section the Company and/or the other Participant will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

Non-Disclosure of Materials

Material given to the Client in the course of the Events is proprietary, copyrighted and developed solely and specifically by the Company. Original materials that have been provided to the Client are for the Client's individual use only and a single-user license. Client agrees that such proprietary material is solely for Client's own personal use. Any disclosure, reproduction and sale by the Client to a third party is strictly prohibited.

No Transfer of Intellectual Property

All intellectual property, including Organizer's copyrighted Events and/or program materials, shall remain the solely and exclusively the property of the Company. No license to sell, reproduce or distribute Organizer's materials is granted or implied. Client agrees not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights of the Company or Participants.

Further, the Client agrees that if the Client violates, or displays any likelihood of violating, any of the agreements contained in this paragraph, the Company and/or Participants will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

Client Responsibility

The Events are developed for strictly educational purposes. Client accepts and agrees that Client is one fully responsible for their progress and results from the Events. The Company makes no representations, warranties or guarantees verbally or in writing. Client understands that because of the nature and extent of the Events, the results

experienced by each Client may significantly vary. Client acknowledges that as with any business endeavor, there is an inherent risk of loss of capital and there is no guarantee that Client will reach their goals as a result of participation in the Events.

Film/Recording Release

Client hereby grants to the Company and to its licensees, assignees, and other successors-in-interest, all rights of every kind and character whatsoever in perpetuity in and to Client's appearance (hereinafter referred to as the "Appearance") in connection with promotional footage, written script, print images and photography for the Events.

Client hereby waive all rights, release, and discharge the Company from, and shall neither sue nor bring any proceeding against any such parties for, any claim, demand or cause of action whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use of Client's Appearance. The Company owns all rights and proceeds resulting from Client's Appearance. The Company is not obligated to utilize the authorization granted by Client hereunder.

Independent Contractor Status

Nothing in this Agreement is to be construed as creating a partnership, venture alliance, or any other similar relationship. Each party shall be an independent contractor in its performance hereunder and shall retain control over its personnel and the manner in which such personnel perform hereunder. In these Events no such persons shall be deemed employees of the other party by virtue of participation or performance hereunder.

Force Majeure

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either the Company to perform their obligations under this Agreement, the Organizer's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

Severability/Waiver

If any provision of this Agreement is held by to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

Miscellaneous

A) Limitation Of Liability. Client agrees they purchased the Program at their own risk and that Events are only educational services being provided. Client releases the

Company, its employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, instructors, guides, staff, Participants, and related entities in any way as well as the venue where the Events are being held, and any of its owners, executives, agents, or staff (hereinafter "Releasees") from any and all damages that may result from any claims arising from any agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from your participation in the Events. Client accepts any and all risks, foreseeable or unforeseeable.

Client agrees that the Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Organizer's services or enrollment in the Events. The Company assumes no responsibility for errors or omissions that may appear in any of the Events materials.

Client further declares and represents that no promise, inducement or agreement not herein expressed has been made to Client to enter into this release. The release made pursuant to this paragraph shall bind Client's heirs, executors, personal representatives, successors, assigns, and agents.

B) Non-Disparagement. In the event that a dispute arises between the Parties, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. The parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. The Parties agree that neither will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, each other or any of its programs, members, owner directors, officers, Affiliates, subsidiaries, employees, agents or representatives.

C) Assignment. This Agreement may not be assigned by the Client, without express written consent of the Company. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. Waiver of any breach or the failure to enforce any provision hereof shall not constitute a waiver of that or any other provision in any other circumstance.

D) Termination. The Company is committed to providing all Clients a positive experience. By accepting below, Client agrees that the Company may, at their sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's

participation in the Events without refund or forgiveness of monthly payments if the Client becomes disruptive to the Company or Participants, difficult to work with or upon violation of these terms. Client will still be liable to pay the total contract amount.

E) Indemnification. Client shall defend, indemnify, and hold harmless the Company, their employers, employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever – including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements – which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the Program, excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by the Company, or any of its shareholders, trustees, affiliates or successors. Client shall defend the Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Client recognizes and agrees that all of the Organizer's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company.

F) Resolution of Disputes. If not resolved first by good-faith negotiation between the parties, every controversy or dispute relating to this Agreement will be submitted to the American Arbitration Association. All claims against the Company must be lodged within 100-days of the date of the first claim or otherwise be forfeited forever. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand. The parties shall cooperate to ensure that the arbitration process is completed within the ninety (90) day period. The parties shall cooperate in exchanging and expediting discovery as part of the arbitration process. The written decision of the arbitrators (which will provide for the payment of costs) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or a decree in equity, as circumstances may indicate. In disputes involving unpaid balances on behalf of Client, Client is responsible for any and all arbitration and attorney fees.

G) Equitable Relief. In the event that a dispute arises between the Parties for which monetary relief is inadequate and where a Party may suffer irreparable harm in the absence of an appropriate remedy, the injured Party may apply to any court of competent jurisdiction for equitable relief, including without limitation a temporary restraining order or injunction.

H) Notices. Any notices to be given hereunder by either Party to the other may be effected by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of

five (5) days after the date of mailing. For purposes of this Agreement, “personal delivery” includes notice transmitted by email. Email: laspodcasters@nosotrasenelcafe.com. The Company shall deliver notice to Client’s email address provided to the Company through registration.

I) Entire Agreement. This Agreement constitutes and contains the entire agreement between the parties with respect to its subject matter, supersedes all previous discussions, negotiations, proposals, agreements and understandings between them relating to such subject matter, and may not be modified, amended, or discharged, nor may any of its terms be waived, except by an instrument in writing signed by both parties in duplicate.

J) Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America.

BY PURCHASING THIS PROGRAM, I HAVE READ AND AGREE TO THE WORKING AGREEMENTS ABOVE.