

The Smarter Entrepreneur Agreement

Effective Date: November 17th, 2020

THE AGREEMENT: This Workshop Agreement (hereinafter, "Agreement") is made by and between Lauren R. Fleshler (dba Easily Said & Done), hereinafter referred to as "Workshop Provider," and you, further defined below, as a participant in the Workshop, also defined below.

All parts and sub-parts of this Agreement are specifically incorporated by reference here. This Agreement shall govern the use of all materials and presentations included in the Workshop (all collectively referred to as "Workshop") and any services provided by this Workshop Provider through the Workshop ("Services").

Article 1 - DEFINITIONS:

A) The parties referred to in this Agreement shall be defined as follows:

- I) Workshop Provider, us, we: Workshop Provider, as the creator, operator, and publisher of the Workshop, is responsible for providing the Workshop publicly. Workshop Provider, us, we, our, ours and other first-person pronouns will refer to the Workshop Provider, as well as, if applicable, all employees and affiliates of the Workshop Provider.
- II) You, the user, the participant: You, as the participant in the Workshop and user of the Materials, will be referred to throughout this Agreement with second-person pronouns such as you, your, yours, or as user or participant.
- III) Parties: Collectively, the parties to this Agreement (Workshop Provider and You) will be referred to as Parties.

B) The Workshop details are as follows:

- I) Workshop Name: The Smarter Entrepreneur
- II) Workshop Description:

This program is designed for small business owners and is focused on utilizing business financial reports, and other tracking information, to support business growth and development across key areas such as pricing and profitability, marketing, sales and operational efficiency.
- III) Total Workshop Fees ("Fees"): \$1,550 (one thousand five hundred fifty US dollars).

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IV) Workshop URL: Private Zoom link will be provided after enrollment.

V) Workshop Start Date: January 26th, 2021

VI) Workshop End Date: February 23rd, 2021

Article 2 - ASSENT & ACCEPTANCE:

By purchasing and participating in the Workshop, you warrant that you have read and reviewed this Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, you will not be able to participate in the Workshop so please do not purchase. If you decide not to be bound by this agreement after purchase, you will only be entitled to a refund within 5 calendar days of purchase by contacting the Workshop Provider by email.

Thereafter, you will not be entitled to any refund.

Workshop Provider only agrees to provide the Workshop to you if you assent to this Agreement.

Article 3 - LICENSE TO ACCESS & USE WORKSHOP MATERIALS:

We may provide you with certain information as a result of your participation in the Workshop. Such information may include, but is not limited to, documentation, data, or information developed by us and other materials which may assist in your participation in the Workshop ("Materials"). Subject to this Agreement, we grant you a non-exclusive, limited, non-transferable and revocable license to use the Materials solely in connection with your participation in the Workshop. The Materials may not be used for any other purpose, unless otherwise specified by the Workshop Provider, and this license terminates upon your completion of the Workshop, your cessation of participation in the Workshop, or at the termination of this Agreement.

Article 4 - WORKSHOP TERMS:

After purchase and prior to the specified Workshop Start Date, you will receive a link to the third-party platform that will enable you to participate in the Workshop. No Services included in the Workshop will be offered beyond the Workshop End Date, unless expressly permitted by the Workshop Provider.

The Workshop and any of its accompanying Materials may not be shared with any party. If we suspect that the Workshop or Materials are being shared and/or that you have shared your log-in information with any party, we reserve the right to immediately terminate your access to the Workshop, in our sole and exclusive discretion.

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We do not offer any promises or guarantees with regard to our Workshop or Workshop Materials. You hereby acknowledge and agree:

- A) You are solely and exclusively responsible for the choices that you make with regard to this Workshop, the Materials contained within it, or any significant changes to your business or life;
- B) You are solely and exclusively responsible for your own mental health, physical health, business decisions, and any other actions or inaction you choose to take;
- C) We are not liable for any result or non-result or any consequences which may come about due to your participation in the Workshop;
- D) This Workshop does not constitute a therapeutic relationship or a medical one. We do not provide therapy or medical services and you are responsible for procuring these services at your own will and discretion if needed.

Article 5 - INTELLECTUAL PROPERTY:

You agree that the Materials, the Workshop, and any other Services provided by the Workshop Provider are the property of the Workshop Provider, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all right, title and interest in and to the Company IP and that you will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Company.

Article 6 - CONFIDENTIALITY OF INFORMATION:

Through your participation in the Workshop and your use of Materials, you may share and/or be in receipt of confidential information related to your own and other participants' personal or business interests, circumstances or operations. You hereby agree to maintain strict confidentiality of information shared by participants and the Workshop Provider through participation in the Workshop.

All information you hear from or about participants in the Workshop will be considered confidential information, unless the subject of that information clearly states otherwise. Such confidential information may be personal or business.

You agree that you will not disclose any of this confidential information to anyone who is not a participant or provider of this Workshop.

Article 7 - YOUR OBLIGATIONS:

As a participant in the Workshop, you will be asked to register with a third-party platform, if you are not already an account holder. When you do so, you will choose a user identifier, which may be your email address, name or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable you to participate in the Workshop. You must not share such identifying information with any third party, and if you discover that your identifying information has been compromised, you agree to notify us immediately in writing. Email notification will suffice. You are responsible for maintaining the safety and security of your identifying information as well as keeping us apprised of any changes to your identifying information.

The billing information you provide us, including credit card, billing address and other payment information, is subject to the same confidentiality and accuracy requirements as the rest of your identifying information. Providing false or inaccurate information or using the Workshop or third-party platform to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

Article 8 - PAYMENT & FEES:

As noted above, the total Fees for the Workshop are as follows: \$1,550 (one thousand five hundred fifty US dollars).

The entirety of the Fees is due and payable upon your registration in the Workshop. No payment plans or installment plans are available.

You may request a refund for any reason within 5 calendar days of your purchase date. However, no refunds will be made within 7 calendar days of the Workshop Start Date regardless of your purchase date.

Article 9 - ACCEPTABLE USE:

You agree not to use the Workshop, Materials or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Workshop, Materials or Services in any way that could damage the Workshop, Materials, Services, or general business of the Workshop Provider or their reputation.

a) You further agree not to use the Workshop, Materials or Services:

- l) To harass, abuse, or threaten others or otherwise violate any person's legal rights;

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- II) To violate any intellectual property rights of the Workshop Provider, participants or any third party;
- III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- IV) To perpetrate any fraud;
- V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- VI) To publish or distribute any obscene or defamatory material;
- VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- VIII) To unlawfully gather information about others.

Article 10 - NO LIABILITY:

The Workshop Materials and Services are provided for informational purposes only. You acknowledge and agree that any information posted in the Workshop, in the Materials, or in related sessions is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between you and us. You further agree that your participation in the Workshop is at own risk. We do not assume responsibility or liability for any advice or other information given in the Workshop, in the Materials, or through our Services.

Article 11 - REVERSE ENGINEERING & SECURITY:

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Workshop or in the Materials;
- b) Violate the security of the Workshop through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

Article 12 - DATA LOSS:

We do not assume or accept responsibility for the security of your account or content. You agree your participation in the Workshop or use of the Materials is at your own risk.

Article 13 - INDEMNIFICATION:

You agree to defend and indemnify the Workshop Provider and any of our affiliates (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your participation in the Workshop, your use or misuse of the Materials, your breach of this Agreement, or your conduct or actions. You agree that we shall be able to select our own legal counsel and may participate in our own defense, if we wish.

Article 14 - SPAM POLICY:

You are strictly prohibited from using the Workshop for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

Article 15 - MODIFICATION & VARIATION:

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon dissemination to you via email and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

Article 16 - ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the Parties with respect to the Workshop. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral.

Article 17 - TERM, TERMINATION & SUSPENSION:

We may terminate this Agreement with you at any time for any reason, with or without cause. We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of us or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. You may also terminate this Agreement at any time by contacting us and requesting

termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

Please be advised that terminating this Agreement does not entitle you to a refund on any monies spent with us if done in the time period specified above under Article 8: PAYMENT & FEES.

Article 18 - NO WARRANTIES:

You agree that your participation in the Workshop and your use of the related Materials is at your sole and exclusive risk and that any Services provided by us are on an "As Is" basis. We hereby expressly disclaim any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Workshop or Materials will meet your needs or that the Workshop or Materials will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information in the Workshop or Materials.

You agree that any damage that may occur to you, through your computer system, or as a result of loss of your data from your participation in the Workshop or your use of the third-party platform is your sole responsibility and that we are not liable for any such damage or loss.

Article 19 - LIMITATION ON LIABILITY:

We are not liable for any damages that may occur to you as a result of your participation in the Workshop or your use of the Materials, to the fullest extent permitted by law, as noted above. The maximum liability of Workshop Provider arising from or relating to this Agreement is limited to the amount you paid to us for the Workshop, namely \$1550 (one thousand five hundred and fifty US dollars). This section applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

Article 20 - GENERAL PROVISIONS:

- A) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.
- B) JURISDICTION, VENUE & CHOICE OF LAW: Through your participation in the Workshop and your use of the Materials and Services, you agree that the laws of New York shall govern any matter or dispute relating to or arising out

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of this Agreement, as well as any dispute of any kind that may arise between you and us, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of New York county in the state of New York. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

- C) **ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the New York county. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as New York state law. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by us will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.
- D) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by Workshop Provider, the rights and liabilities of Workshop Provider will bind and inure to any assignees, administrators, successors, and executors.
- E) **SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

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- F) NO WAIVER: In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.
- G) HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.
- H) NO AGENCY, PARTNERSHIP OR JOINT VENTURE: No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.
- I) FORCE MAJEURE: We are not liable for any failure to perform due to causes beyond our reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.
- J) ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including e-mail. For any questions or concerns, please email us at the following address:
lauren@easilsaidndone.com.