Terms & Conditions Power, Purpose & Soul Mastermind

The following Terms and Conditions are entered into by and between you and Significa Group LLC ("**Company**", "**we**", or "**us**").

Program

The Company agrees to provide you with access to the 12-month program entitled, "Power, Purpose & Soul Mastermind" ("**Program**"). As a condition of participating in the Program, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

Nature of The Relationship

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company agrees only to provide you with access to the Program, which provides education, coaching support and community. The information contained in the Program, including any interactions with the instructors, is not intended as, and shall not be understood or construed as, professional advice.

Fees

In consideration of your access to the Program, you agree to pay the following fees in one of the following manners.

THE SINGLE PAYMENT OPTION: If you've selected this option, you agree to make a single payment of \$12,960, which shall be due and payable before you will be granted access to the Program.

THE QUARTERLY PAYMENT OPTION: If you've selected this option, you agree to pay the initial payment of \$3,360 today and then (1) if you have saved your preferred form of payment, that form of payment will be automatically charged the amount of \$3,360, every 3 months thereafter, for a total of 4 payments equaling \$14,400; or (2) you will be sent a payment link for the amount of \$3,360, every 3 months thereafter, for a total of 4 payments equaling \$14,400; or (2) you will be sent a payment sequalling \$14,400. You will remain responsible for those payments and may not cancel or avoid these payments except through the Refund

Policy below. In the event that any payment is not made, the Company reserves the right to suspend your access to the Program.

Payment Plan Authorization

If you elect for the quarterly payment option, you hereby authorize the Company to charge your credit card or debit card automatically according to the terms set forth in the Fees section above.

Refund Policy

The Program is a 12-month program and all sales are final. The Company does not provide refunds or waive payment of unpaid annual or quarterly fees, except in the following circumstances: (1) material failure of the Company to provide the services listed here in The Program section (except as covered by the Force Majeure clause of these terms and conditions); or (2) financial exigency due to circumstances beyond your control. In those cases, you and the Company agree to act in good faith to resolve the request for either a refund or fee waiver and will strive for an equitable approach that reflects the particular circumstances.

The Program

As part of the Program, the Company shall provide the following to you for as long as you are a member in good standing of the Program.

Access To Online Learning Platform – The Company shall maintain a private online program area and post monthly content that will include video lessons, downloadable resources, recorded videos of group coaching sessions, recorded videos of interviews with guest speakers, occasional in-depth courses as they become available, and other information. You will have access to that online learning platform.

Access To Private Podcast - The Company shall maintain a private podcast feed of all video recordings such as trainings, group coaching sessions, and interviews. You will have access to this podcast feed through major podcast platforms like Apple and Spotify.

Access To Private Community Group – The Company shall maintain a private LinkedIn group to which you will have access as a member of the Program. That group provides a forum for you to connect with other Program participants for discussion, inspiration, and support. Members of the Company will also interact with Program participants by posing questions for discussion, answering participant questions, and sharing additional resources. You are required to abide by any and all rules posted in that Group. If you fail to abide by those rules, you will forfeit your right to participate in that Group. In the event you lose your right to participate in the Group as a result of rules violation, you shall not receive a refund.

Monthly Group Coaching Sessions – As a member of the Program, you will have access to a live online monthly group coaching session with Kathy Dockry where there will be discussion on the monthly content in the online learning platform and you can pose questions on that content. These sessions will be recorded; the video will be posted to the online learning platform, and the audio will be available on the private podcast.

One-On-One Coaching Calls With Kathy Dockry – You are entitled to a total of 3 hours of one-on-one coaching with Kathy Dockry in Year 1 of the Program, to be used at whatever frequency and in whatever increments of time you prefer. Coaching is not limited to Program content. You may raise whatever workplace or career issues that are relevant to you. You will be given details on how to book these calls.

Ownership Of All Intellectual Property

All content included as part of the Program, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in the Program, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Program are the trademarks of their respective owners.

Your participation in the Program does not result in a transfer of any intellectual property to you, and, as a condition of participation in the Program, you agree to observe and abide by all copyright and other intellectual property protection.

The individual participant only is granted a single-use, non-exclusive, non-transferable, revocable license to access and use the Program content and resources. You and your organization expressly acknowledge that this license is non-transferable to others in the organization. You hereby agree that you will not modify, publish, transmit, reverse

engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Program.

The Company content is not for resale. Your participation in the Program does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if you violate the Company's intellectual property rights, your access to the Program will be terminated immediately, and you shall not be entitled to a refund of any portion of the fees, and you acknowledge that the Company is entitled to take all other legal remedies available to it to protect its intellectual property and its economic interest in it.

Confidentiality

The Company respects the privacy of its clients and will not disclose any information you provide except as set forth in this Agreement or as you otherwise expressly consent to. As a condition of participating in the Program, you hereby agree to respect the privacy of other Program participants and to respect the Company's confidential information.

Specifically, you shall not share any information provided by other Program participants outside of the bounds of the Program unless you receive express written permission from such other participant to share the information. Similarly, the content of the Program contains the Company's proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided to you in the Program with anyone other than the Company, its owners and employees, and other Program participants.

Personal Responsibility

By participating in the Program, you accept personal responsibility for the results of your actions. You agree that the Company has not made any guarantees about the results of taking any action, whether recommended in the Program or not. The

Company provides educational and informational resources that are intended to help participants in the Program succeed. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether clients of the Company or otherwise - applying the principles included in the Program are no guarantee that you or any other person or entity will be able to obtain similar results.

You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available in the Program. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended in the Program.

Materials Provided By You During The Program

The Company does not claim ownership of the information or materials you may provide during the Program (including feedback and suggestions) or post, upload, input, or submit to any Website or our associated services (collectively "**Submissions**").

No Warranties

The Company makes no warranties regarding the performance or operation of the Program, including any technological aspects of the program. The Company further makes no representations or warranties of any kind, express or implied, as to the information, contents, materials, documents, programs, products, books, or services included in or through the Program. To the fullest extent permissible under the law, the Company disclaims all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

Limitation of Liability

You agree to absolve and do hereby absolve the Company of any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. You agree that the Company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program. The information, software, products, and service included or available through the Program may include inaccuracies or typographical errors. Changes are periodically added to the information in the Program. The Company and/or its suppliers may make improvements and/or changes in the Program at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Program, with the delay or inability to use the Program or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Program, or otherwise arising out of the use of the Program, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. If you are dissatisfied with the Program or any portion of it, your sole and exclusive remedy is to discontinue using the Program.

Arbitration

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to the Program.

To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in Portland, ME. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against the Company. To the fullest extent permissible by law,

you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

Indemnification

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Program and related services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

Termination And Access Restriction

The Company reserves the right, in its sole discretion, to terminate your access to the Program and the related services or any portion thereof at any time, if you become disruptive to the Company or other Program participants, if you fail to follow the Program guidelines, or if you otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

Entire Agreement

This Agreement constitutes the entire agreement between you and the Company with respect to the Program, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Company with respect to the Program. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Waiver

No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Force Majeure

The Company shall not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Effective Date

This Agreement shall commence and be enforceable with respect to each Program participant upon the date that the participant initially registers for the Program.