

Acceptance of Terms and Conditions for Participation in the PRITCHETT *you*² Quantum Leap Strategy Certification Program

This Acceptance of Terms and Conditions (the “Agreement”) for participation in the PRITCHETT *you*² Quantum Leap Strategy Certification Program, the required attendance during the certification training workshop, and all related courses, materials, websites and associated programs (collectively referred to as the “Program”) set forth the terms and conditions of the relationship between Pritchett, LP, a Texas limited partnership (“PRITCHETT”), with its offices located at 8150 N. Central Expressway, Suite 1350, Dallas, Texas 75206, USA, and you as the purchaser or consumer (“you”) as it relates to the Program. You and PRITCHETT may be referred to in this Agreement collectively as the “Parties” or individually as a “Party”. You expressly agree to the terms of this Agreement by participating in the program.

1. **Term of Agreement.** The term of the Agreement shall be from the time PRITCHETT accepts your registration in the Program (the “Effective Date”) until termination of the Program or, alternatively, upon termination by either Party. Either Party may terminate this Agreement at any time by giving the other Party written notice of termination. Termination will not, however, release either Party from any obligations that arose prior to the date written notice of termination was given.
2. **Payment.** Payment for participation in the Program is due upon registration in the Program. Payment must be received by PRITCHETT in order to confirm your participation in the Program. Materials will not be shipped to you prior to receipt of payment. Payment is not refundable. Assuming space is available, you may reschedule for a later date without penalty up to 7 days prior to the start date of the scheduled Program.
3. **PRITCHETT *you*² Quantum Leap Strategy Certification Program Resources** (“Resources”). The Resources contain a set of licensed products. They are protected by copyright and intellectual property laws.
4. **Grant of License.** This license grants you a personal single-user license to use the Program and/or Resources to support you as you consult with, train, and coach other individuals. This license is for a single person only. Use of the Program and/or any of the Resources by any other individual is subject to specific written permission in advance from PRITCHETT and participation in the Program.
5. **Copyright.** All title and intellectual property rights related to the Program and Resources are owned by PRITCHETT. No transfer of rights is included with this license. Other than for the granted single person use as you consult, train, and coach other individuals, resources cannot be copied or distributed by any means. Use of the Program and any Resources by any other individual is subject to specific written permission in advance from PRITCHETT and participation in the Program.
6. **Ownership Rights and Proprietary Information.** PRITCHETT owns all rights, titles and interests (including all intellectual property rights) to the Program and all Resources related to the Program. You agree that you will not make the Program and/or any Resources available to the general public or any third party for sale, distribution, download, replication, translation, dissemination, copying, file sharing or otherwise unless permitted by this Agreement or authorized in writing by PRITCHETT. You also agree that you will not translate the Program and/or Resources into any language. You

further agree that you will not audio or video record all or any portion of the Program. Any violation of Sections 5, 6, or 7 may result in revocation of your certification, legal action or both by PRITCHETT.

7. **Intellectual Property.** All trademarks, service marks, trade names, logos, and copyrighted materials associated with the Program or contained in the Resources, or any variation thereof are the property of PRITCHETT. You agree not to infringe upon the PRITCHETT Intellectual Property by, among other things, the following: (1) duplicating or creating material (including any derivative works) that is the same or substantially similar to the PRITCHETT Intellectual Property; (2) registering, creating or using trademarks, service marks or domain names that are the same or substantially similar to the PRITCHETT Intellectual Property; (3) using, manufacturing, or selling any product or service that infringes upon the PRITCHETT Intellectual Property; and (4) taking any action that implies or appears to be an endorsement by, partnership, or association with PRITCHETT which has not been expressly consented to. Any violation of this Section 7 may result in legal action by PRITCHETT.
8. **Required Training.** In order to participate in the PRITCHETT *you²* Quantum Leap Strategy Certification Program, successful completion of the *you²* Quantum Leap Strategy Workshop is a prerequisite. To satisfy the certification requirements for the Program, you are required to participate in the PRITCHETT *you²* Quantum Leap Strategy Certification Program. You are responsible for any travel, lodging, meals, and incidental costs associated with the Program, if applicable.
9. **Materials.** Purchase of Resources is required for use of any part of the PRITCHETT *you²* Quantum Leap Strategy Certification Program content referenced or delivered.
10. **Active Status.** You will be deemed to be in active status as long as you are actively engaged in utilizing the Program and/or Resources associated with the Program.
11. **Advertising and Public Representations.** Upon completion of the Program, you are authorized to hold yourself out to the public as having attended PRITCHETT's *you²* Quantum Leap Strategy Certification Program and being certified on PRITCHETT *you²* Quantum Leap Strategy content. You are responsible for generating all client leads. When holding yourself out to the public, you may not represent, imply, allude to or otherwise create an impression that you are an employee, officer, contractor, or representative of PRITCHETT or Dr. Price Pritchett. For example, you may not use PRITCHETT's name, logo or branding in advertising without PRITCHETT's prior written approval and consent. Moreover, you may not say you are part of PRITCHETT or represent that Dr. Price Pritchett is your mentor, coach, or personal instructor. Rather, you are allowed to advertise that you have completed the training and are certified by PRITCHETT on PRITCHETT *you²* Quantum Leap Strategy content.
12. **Participation in the Program is at Your Own Risk.** PRITCHETT does not guarantee that you will achieve any specific personal, professional or financial results by your participation in the Program. PRITCHETT also does not guarantee you will earn income as a result of your participation in the Program. PRITCHETT makes no promises, representations or warranties concerning the viability of any goals, aspirations or endeavors you may identify or choose to pursue during or as a result of your participation in the Program. PRITCHETT does not, and will not, provide you with any psychological, investment or financial advice in connection with your participation in the Program or otherwise. You agree to participate in the Program at your own risk. Program

information, services and products are used at your own risk. You are solely responsible for any decisions and actions that result from your participation in the Program.

13. **Consent to Use Likeness.** You expressly grant PRITCHETT consent to capture, record, replicate, reproduce, publish and otherwise disseminate your name and likeness in any and all promotional, educational or other means derived from your participation in all, or any part of the PRITCHETT *you*² Quantum Leap Strategy Certification Program.
14. **Amendments.** PRITCHETT may modify or amend any of the terms and conditions contained in this Agreement at any time by providing a notification or a new version of the Agreement or by otherwise advising you of the amendment/modification.
15. **Exclusion of Liability/Damages.** PRITCHETT will not in any circumstances be liable for any damages whatsoever associated with the use or misuse of the Program and/or Resources (including, without limitation, damages for loss of business, business interruption, loss of business information or other indirect or consequential loss) arising out of the use or inability to use Resources. PRITCHETT's total liability under any provision of this agreement is in any case limited to the amount actually paid by you for participation in the Program. This agreement represents the full agreement and takes the place of any other statements, written or verbal, related to the liability or warranty of the Resources or Program.
16. **Indemnification.** You will indemnify, hold harmless and defend PRITCHETT (as well as its employees, instructors, vendors, independent contractors, service professionals and affiliated entities) against any and all claims, expenses, costs, causes of action and damages (including those for personal injury, property damage and reasonable attorney's fees) relating to your participation in the Program or for violation of this Agreement.
17. **Assignment.** You may not assign this Agreement (or any obligations under this Agreement) without PRITCHETT's prior written consent.
18. **Governing Law; Class Action Waiver.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas, without reference to rules governing choice of laws. You irrevocably and unconditionally waive, to the fullest extent permitted by law, any right you may have to participate as a representative or member of any class of claimants in any class action lawsuit against PRITCHETT that relates to your participation in the Program.
19. **Conduct.** PRITCHETT expects *you*² Quantum Leap Strategy Certification Program participants to conduct themselves with the highest ethics and integrity. PRITCHETT, in its sole and absolute discretion, reserves the right to allow you to participate in and/or complete the Program. PRITCHETT expects participants and speakers (virtual or in person) to help ensure a positive learning experience for everyone. Unacceptable behavior will not be tolerated during any portion of the Program. No refunds will be granted for conduct deemed inappropriate by PRITCHETT.
20. **Relationship of Parties.** Nothing in this Agreement or through your participation in the Program shall create a legally binding business partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and PRITCHETT.
21. **Program Dates.** Program Dates and times are at sole discretion of PRITCHETT.
22. **Miscellaneous.** This Agreement, together with any invoices provided by PRITCHETT, constitutes the entire understanding of the Parties with respect to your participation in the Program. This Agreement, together with any invoices provide by PRITCHETT, revokes

and supersedes all prior or contemporaneous agreements, communications, proposals or understandings, whether electronic, oral or written, between the Parties regarding your participation in the Program.