



ENROLLMENT AGREEMENT

By signing where indicated below, you irrevocably agree that, if Boldheart, LLC. (the **"Company"** or **"we/us"**) approves and accepts you as a Boldheart Business (the **"Program"**) member (the **"Member"** or **"Client"**), then this Enrollment Agreement (the **"Agreement"**) automatically becomes a binding contract between you and the Company, and applies to your participation in the program for the terms of your enrollment period. . You are acknowledging that you have read, agree to and accept all of the terms and conditions contained in this Agreement.

You authorize the company to charge your credit card or debit card, or cash your check, as indicated, as payment for your membership in the Program. Furthermore, you agree that you are responsible for full payment of fees for the entire duration of the Program, regardless of whether you actually attend or complete the Program, and regardless of whether you have selected payment in full or payment plan. To further clarify, no refunds will be issued and all payments must be made on a timely basis. If payments are not made on a timely basis (within 30 days of past due date), the Company reserves the right to place Program benefits on hold and exercise its right to collect the defaulted payment.

We are committed to providing all members with a positive experience. Therefore, consider this a mutual non-disclosure agreement. You agree that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate your participation in the Program without refund if you become disruptive or difficult to work with, if you fail to follow the Program guidelines, or if you impair the participation of Program instructors or members in the Program.

We respect your privacy and must insist that you respect the privacy of fellow members. You agree not to violate the publicity or privacy rights of any Program member. We respect your confidential and proprietary information, ideas, plans and trade secrets (collectively, **"Confidential Information"**) and must insist that you respect the same rights of fellow Program members and of the Company.

The Boldheart Business Program is copyrighted and original materials that have been provided to Member are for Member's personal use only. You agree (1) not to infringe any Program member's or the Company's copyright, patent, trademark, trade secret or other intellectual property rights, (2) that any Confidential Information shared by Program members or any representative of the Company is confidential and proprietary, and belongs solely and exclusively to the member who discloses it or the Company, (3) you agree not to disclose such information to any other person or use it in any manner other than in discussion with other Program members during Program sessions. You further agree that (4) all materials and information provided to you by the Company are its confidential and proprietary intellectual property, belong solely and exclusively to the Company and may only be used by you as authorized by the Company, and (5) the reproduction, distribution, and sale of these materials by anyone but the Company is strictly prohibited. Further, you agree that, if you violate, or display any likelihood of violating, any of your agreements contained in this paragraph, the Company and/or other Program members will be entitled to injunctive relief, among other remedies, to prohibit any such violations to protect against the harm of such violations. We have made every effort to accurately represent the Program and its potential. By enrolling in the Program, you accept, agree and understand that you are fully responsible for your progress and results from your participation and that we offer no representations, warranties or guarantees verbally or in writing regarding your earnings, business profit, marketing performance, audience growth or results of any kind. Claims of actual earnings can be verified and examples of actual results can be provided upon request. The testimonials and examples used are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's success depends on many factors, including his or her background, dedication, desire, and motivation. You acknowledge that as with any business endeavor, there is an inherent risk of loss of capital and there is no guarantee that you will earn any money as a result of your participation in the Program. You also acknowledge that you have represented to the Company that payment of your Program enrollment fees will not place a significant financial burden on you or your family.

Each party is an independent contractor in its performance under this agreement. In no event shall either party be deemed employees of the other party by virtue of participation or performance under this agreement.

The Program instructors are not qualified to provide legal, tax, accounting or financial advice, and the information provided to you by the Program instructors is not intended as such. You should refer all legal, tax, accounting, and financially related inquiries to appropriately qualified professionals.

Limitation of Liability. Client agrees they use Company's services at their own risk and that Program is subject to change and that only an educational service is being provided. Client releases Company, its officers, employers, directors, and related entities from any and all damages that may result from any claims arising from any agreements, past or present, between the parties. Client accepts any and all risks, foreseeable or unforeseeable. Client agrees that Company will not be held liable for any damages of any kind resulting in or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrollment in the Program. **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 hereinbelow. 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.

Assignment. This Agreement may not be assigned by either party without the express written consent of both parties.

Indemnification. Client shall defend, indemnify, and hold harmless Company, Company's officers, 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 product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Client shall defend 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 Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company.

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. In disputes involving unpaid balances on behalf of Client, Client is responsible for any and all arbitration and attorney fees. **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.

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.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, United States of America. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, together, will constitute one and the same instrument.