

FLOURISH & THRIVE, LLC
TERMS OF PURCHASE

BY PURCHASING THIS PROGRAM YOU (HEREIN REFERRED TO AS “CUSTOMER”) AGREE TO THE FOLLOW TERMS STATED HEREIN.

1. Program

Company agrees to provide Mastering Wholesale (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.

2. Disclaimer

The Program offered on an "as is," "where is," and "where available" basis, with no warranty of any kind — whether express, implied, or statutory — including, but not limited to, warranties of title or the implied warranties of merchantability or fitness for a particular purpose. This does not affect those warranties that are incapable of exclusion, restriction, or modification under the laws applicable to this agreement.

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

Customer understands that 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. Customer agrees that its 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 Company provides to Customer.

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

3. Program Structure

The Program shall include:

- Five (5) Training Modules
- One (1) Vocabulary List
- One (1) Retail Store List
- One (1) Tradeshow Guide
- Sales Templates
- Five (5) Guest Speaker Interviews

4. Length

Program shall be five (5) weeks in length (herein referred to as “Commitment Period”). Customer understands all benefits shall expire at the end of the Commitment Period, and will not be carried-over. All of Customer’s benefits must be used during the Commitment Period.

5. Fees

If Customer elects to pay in full, the price shall be six hundred ninety-five (\$695.00) Dollars (“USD”).

If Customer elects to pay by a three (3) payment plan, the price shall be seven hundred fifty nine (\$759.99 USD) and ninety-nine cents, payable in three (3) equal monthly installments of two hundred fifty-three (\$253.33 USD) and thirty-three cents.

If Customer elects to pay by a five (5) payment plan, the price shall be seven hundred ninety-five (\$795.00 USD), payable in five (5) equal monthly installments of one hundred fifty-nine (\$159.00 USD) and zero cents.

If Customer misses more than one (1) payment, Customer’s access to Program shall be suspended until payments are upto-date. Customer shall still liable for the total price of the Program.

6. Method of Payment

Customer shall pay by Visa, MasterCard or PayPal. Customer authorizes Company to charge Customer’s Visa, MasterCard, or PayPal monthly throughout the Commitment Period.

7. Refund Policy

Customer shall be entitled to a refund within fourteen (14) days of the start of the Program. After that period, Customer is responsible for full payment of fees for the entire Program, regardless of whether Customer completes the Program and regardless of whether Customer has selected a monthly payment plan. To receive a refund, Customer must submit all completed assignments and worksheets to support@flourishthriveacademy.com. All refunds are discretionary.

8. Confidentiality

The Company respects Customer's privacy and insists that Customer respects the Company's. Thus, consider this a mutual non-disclosure agreement. Any Confidential Information shared by any representative of the Company is confidential, proprietary, and belongs solely and exclusively to the Party who discloses it. Both Parties agree not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions, calls or otherwise.

Customer agrees not to use such confidential information in any manner other than in discussion with the Company during the Program. 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, Customer agrees that if they violate or display any likelihood of violating this section the Company will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

9. Non-Disclosure of Materials

Material given to Customer in the course of Customer's work with the Company is proprietary, copyrighted and developed specifically for Company. Customer agrees that such proprietary material is solely for Customer's own personal use. Any disclosure to a third party is strictly prohibited.

10. No Transfer of Intellectual Property

Company's Program is copyrighted and the original materials that have been provided to Customer are for Customer's individual use only and a single-user license. Customer is not authorized to use any of Company's intellectual property for Customer's business purposes. All intellectual property, including Company's copyrighted Program and/or course materials, shall remain the sole property of the Company. No license to sell or distribute Company's materials is granted or implied.

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

11. Customer Responsibility

Customer accepts and agrees that Customer is fully responsible for their progress and results from the Program. Company will help and guide Customer however, participation is the one vital element to the Program's success that relies solely on Customer. Company makes no representations, warranties or guarantees verbally or in writing regarding Customer's performance. Customer understands that because of the nature of the Program and extent, the results experienced by each Customer may significantly vary. By signing below, Customer acknowledges there is no guarantee that Customer will reach their goals as a result of participation in the Program.

12. 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 Party to perform its obligations under this Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

13. 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.

14. Miscellaneous

A) Limitation Of Liability. Customer agrees they used Company's Program at their own risk and that Program is only an educational service being provided. Customer 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. Customer accepts any and all risks, foreseeable or unforeseeable.

Customer agrees that 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 Company's Program or enrollment in the Program. Customer knowingly, voluntarily, and expressly, waives any claim for damages including but not limited to; injury or death Customer may sustain as a result of participating in this Program.

Customer further declares and represents that no promise, inducement or agreement not herein expressed has been made to Customer to enter into this release. The release made pursuant to this

paragraph shall bind Customer'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 Customer. 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. Company is committed to providing all Customers in the Program with a positive Program experience. Customer agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Customer's access to Program without refund or forgiveness of monthly payments upon violation of the terms as determined by Company. Customer will still be liable to pay the total contract amount.

E) Indemnification. Customer 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 Program(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. Customer shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Customer 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.

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 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 Customer, Customer 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 three (3) days after the date of mailing. For purposes of this Agreement, "personal delivery" includes notice transmitted by fax or email. Email: support@flourishthriveacademy.com

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 New York, United States of America.

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