

SECOND ELEMENT LIVING®

Enrollment Agreement for 8-Week Program

BY CHECKING THE “I HAVE READ AND AGREE....” CHECKBOX AND ACCESSING OR USING THE PROGRAM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS.

Second Element Living LLC (“Second Element Living,” “we,” “us,” and like pronouns) is engaged in the business of teaching executive effectiveness and leadership techniques intended to help individuals enhance their careers. We are pleased that you desire to enroll with us and we look forward to working with you. The following is our agreement with respect to such engagement.

SECTION 1: Membership and Program Fees

1.1. Program. Under the terms of this Agreement, we will provide career coaching services to you for eight weeks in the form of webinars, audio/visual presentations, and personal coaching and evaluation (the “**Program**”) in exchange for a fee (the “**Program Fee**”), which will be determined according to Paragraph 1.2 below.

1.1.1. Term. We will enroll you in the Program upon execution of this Agreement and your payment of the Program Fee or the first installment thereof.

1.1.2. Termination. The Program shall be effective for a period of eight weeks from its commencement and the obligations of Second Element Living hereunder with respect to the Program shall be coterminous, provided that you will continue to have access to our online content unless and until we terminate this Agreement; and provided further that, we may immediately terminate this Agreement at any time in our discretion upon written notice to you, if you breach any provision of this Agreement. This Agreement will automatically terminate in the event of your failure to make the second installment payment of the Program Fee, if any, when due. No refunds will be given for any charges already paid against your account. Notwithstanding anything to the contrary herein or otherwise, the provisions of this Agreement concerning indemnification, non-disclosure, Confidential Information, Intellectual Property, disclaimer of warranties, and limitation of liability shall survive the termination of this Agreement.

1.2. Program Fee. The fee in respect of the Program that you are obligated to pay is \$5,000.

1.2.1 Charges. Client agrees that their card on file will be charged on the agreed upon dates as agreed during the enrollment process.

1.3. Promotional Material. By entering into this Agreement, you agree that we may reproduce and

disseminate any testimonial with respect to your experience in the Program. You agree that this includes any written statements you may publish through social media accounts and online forums, as well as any statements and/or images captured or otherwise recorded over the course of attendance at any event related to the Program. Additionally, you consent to, without any compensation, our use, broadcast or distribution of (in any form now or later developed, and including but not limited to publications for promotion on websites) your name, likeness, image, photograph, voice, and video as any of such may have been recorded in conjunction with your participation in the Program.

1.4. No Refunds. We have a strict no-refund policy. By entering into this Agreement, you agree and understand that you are permanently waiving the right seek or claim any refund of the Program Fee.

1.5. Commitment to the Program. By entering into this Agreement, you commit and agree to use best efforts to faithfully execute all of the lessons, assignments, and course work in the Program to the best of your ability. You further agree to use best efforts to attend all scheduled Q&A and coaching sessions included as part of the Program.

SECTION 2: INDEMNIFICATION; LIMITATION OF LIABILITY; NO WARRANTIES

2.1. Success not Guaranteed. By entering into this Agreement, you agree and understand that we are only granting you access to the Program, which attempts to teach you executive effectiveness and leadership techniques intended to help you enhance your career. We do not, however, guarantee specific results. You take full responsibility for your own success. You acknowledge that everyone's success is different and depends on numerous factors, including, but not limited to, you own drive, dedication, and motivation. Any examples of income or testimonials are not meant as a promise or guarantee of your own earnings or success, and you should not rely upon them in any manner whatsoever.

2.2. Disclaimer of All Warranties. EACH OF SECOND ELEMENT LIVING AND YOU ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE AGREED IN WRITING, ALL INFORMATION PROVIDED TO OR BY EITHER PARTY UNDER THIS AGREEMENT IS PROVIDED “AS IS” WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY HERETO EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH INFORMATION.

2.3. Limited Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SECOND ELEMENT LIVING SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTANGIBLE LOSSES, RESULTING FROM YOUR ENROLLMENT IN THE PROGRAM OR ATTENDANCE AT ANY PROGRAM EVENT OR ANY OTHER PERSON'S ENROLLMENT IN THE PROGRAM OR ATTENDANCE AT ANY PROGRAM EVENT. IF SECOND ELEMENT LIVING IS ADJUDGED TO BE LIABLE BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION TO YOU FOR ANY REASON WHATSOEVER, YOU AGREE AND UNDERSTAND THAT YOU MAY NOT RECOVER DAMAGES IN EXCESS OF THE AMOUNT OF PROGRAM FEES THAT YOU ACTUALLY PAID TO SECOND ELEMENT LIVING DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO VENWISE'S LIABILITY. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH ARE A MATERIAL PART OF OUR AGREEMENT TO EXTEND ENROLLMENT TO YOU.

2.4. Indemnification. You will, at your own expense, defend, indemnify, and hold Second Element Living, its officers, members, managers, agents, attorneys and employees, harmless from any and all claims, actions, liabilities, injuries, damages, losses, grants, costs, and expenses, including attorney fees, arising out of, related to, or in connection with your enrollment in the Program and/or Second Element Living's provision of any service.

SECTION 3: Confidentiality

3.1. Confidentiality. The success of the Program events depends in part on each executive feeling comfortable that whatever he or she discusses will be held confidential by other Program participants. We thus take our confidentiality requirements very seriously. For these purposes, all of the non-public information of which you become aware as a result of your Program enrollment, whether by attending Program events or otherwise, is "**Confidential Information.**" By way of example and not by limitation, Confidential Information includes, without limitation, (i) with respect to the companies represented by participants in the Program, business projections, plans, all technology, know-how, processes, software, databases, all historical and financials, trade secrets, discoveries, product specifications and pipelines, pricing, customers and customer pipelines, suppliers and supplier pipelines, business decisions, legal matters, investor and shareholder information, employment information, processes, operating data and organizational and costs structures, and any other non-public information, (ii) with respect to the Program participants, their identity, any personal information they may share and the companies for which they work, (iii) with respect to Second Element Living, membership fees, the terms of this Agreement, the activities and topics discussed, sanctioned, sponsored by, or associated with, Second Element Living and any proprietary materials, documentation, techniques, formulas, methods, processes, algorithms, code, software, designs, uses, apparatuses, notes, trade and service marks, trade dress, trade secrets, images, video, audio, intellectual property, or any login member credentials and (iv) any other information that ought reasonably to be understood and treated as confidential based upon the nature of the information and the circumstances of

disclosure. You agree to (a) hold the Confidential Information in confidence and protect it with the same measures you take with respect to your own confidential materials, but in no case with less than reasonable care and (b) not disclose the Confidential Information to any third person, except to those who are bound, in writing, by the same confidentiality restrictions contained in this Section 3. Your confidentiality obligations under this section continue indefinitely even after you cease to be enrolled in the Program and this Agreement terminates.

You acknowledge and agree that (i) your obligations under this Section 3 are to Second Element Living as well as to each Program participant with whom you attend meetings and may be otherwise engaged as a result of your Program enrollment and (ii) any breach by you of this Section 3 may cause irreparable harm to a disclosing member and/or Second Element for which there is no adequate remedy at law, and in such case Second Element Living and/or the disclosing member will be entitled to seek appropriate equitable relief in addition to any remedies available at law.

No Confidential Information shall be within the protection of this Agreement where such information is or becomes publicly available and/or known to the public or within the trade or industry through no fault of you. In addition, Confidential Information does not include information which you can prove: (i) is documented as being known by you prior to its disclosure by disclosing member; (ii) is independently developed by you without reference or access to the Confidential Information of the disclosing member and is so documented; or (iii) is obtained by you without restrictions on use or disclosure from a third person who, to your knowledge, did not receive it, directly or indirectly, from the disclosing member.

3.2. Intellectual Property; Aggregated Data. You acknowledge that any and all intellectual property, including but not limited to Confidential Information, audio and visual presentations, documentation, images, designs, works made for hire, marks, trademarks, trade secrets, and any other materials or elements associated with the Program (collectively the “Intellectual Property”) is the sole intellectual property of Second Element Living and that we shall continue to own all right, title, and interest in and to our Intellectual Property. No interest in any Intellectual Property is granted under this Agreement. The parties hereto acknowledge that discussions at the Program events may yield useful information regarding business trends. You acknowledge and agree that we may aggregate and anonymize such information (collectively, “Aggregated Data”) for sharing and publication among Program participants and the public and that we may monetize such Aggregated Data, in our discretion. No Program participant will be entitled to participate in any revenues realized by us from monetization of the Aggregated Data.

SECTION 4: GOVERNING LAW; ARBITRATION

4.1. Arbitration. Any controversy or claim arising out of or relating to this Agreement, the Program or Second Element Living, whether between (i) you and Second Element Living, or (ii) you and another Program participant, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the

American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be stipulated confidential, conducted in New York City, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary in the foregoing, a party may obtain from a court any interim or provisional relief that may be necessary to protect party's rights or property, including, as provided in Section 3.

4.5. Governing Laws. This Agreement shall be governed by the laws of the New York of the United States of America, without regard to its conflict of laws provisions.