

#### LEAP - LIVE EVENT ACCELERATOR PROGRAM AGREEMENT

This is an agreement is a binding contract for the Live Event Accelerator Program (LEAP) ("Program") between: YOU ("Client") and SAGE Event Management ("Company") whose address is 100 Calhoun St., Charleston, SC, 29401. By signing below, you are acknowledging that you have read, agree to and accept all of the terms and conditions contained in this Agreement. We may amend this Agreement at any time by sending you a revised version at the address you have provided above.

### **Payment**

By signing below, you authorize the Company to charge your credit card or debit card, or cash your check, as indicated above, as payment for your membership in the Program. The fee for the Program is as follows:

Following a deposit of \$997 USD your option is either one remaining payment of \$14,000 USD due in 7 days from the date of your deposit or 11 Monthly Payments of \$1,497 USD which will begin in 30 days from the date of your deposit. Your choice is represented on your invoice and payments will begin 30 days from making your deposit. If you wish to discuss this at any point, please do so in writing by emailing <a href="mailto:leap@poweredbysage.com">leap@poweredbysage.com</a> at least 48 hours before your anticipated payment due date.

For LEAP Partner options, you are allowed to include one partner at no charge to your LEAP membership. They must be a verifiable business partner or spouse to be eligible for this option.

# Responsibility

You agree you are responsible for the full payment of fees for the entire 12 month Program; regardless of whether you attend or complete the Program, regardless of whether you have selected to pay in full or the monthly payment plan. No refunds will be issued. All monthly payments must be made on a timely basis. A fifteen (15)% interest rate will be accrued on payments that are 10 days late. Any late payments will attempt re-processing on a weekly basis until fulfilled.

# Confidentiality

All materials and information provided to you by the Company are confidential and proprietary intellectual property. They belong solely and exclusively to the Company and may only be used by you as authorized by the Company. The reproduction, distribution and sale of these materials by anyone but the Company is strictly prohibited. You agree not to disclose such information to any other person or use it in any manner other than in discussion with other Program participants during Program sessions.

You agree not to infringe any Program participant's or the Company's copyright, patent, trademark, trade secret or other intellectual property rights. Any Confidential Information shared by Program participants or any representative of the Company is confidential, private and proprietary, and belongs solely and exclusively to the Company or participant who discloses it.

### Representations

We made every effort to accurately represent the Program and its potential. 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 expertise, business, dedication, and motivation. You acknowledge that your Program membership fees will not place a significant financial burden on you, and that as with any business investment, is no guarantee you will earn money as a result of your participation in the Program.

#### **Termination**

We are committed to providing all Program participants with a positive Program experience. 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 or forgiveness of monthly payments if you become disruptive or difficult to work with, or if you fail to follow the Program guidelines defined herein.

#### **Disclaimer**

The Program instructors are not qualified to provide legal, tax, accounting or financial advice. You should refer legal, tax, accounting, and financial inquiries to qualified professionals.

**Governing Law**. This Agreement has been executed and delivered in the State of South Carolina, and the laws of such state shall govern its validity, interpretation, performance and enforcement.

## Arbitration

Any controversy or claim arising out of or related to this Agreement or the breach thereof, which the parties hereto are unable to resolve after at least thirty (30) days of good faith negotiations or a formal mediation shall be settled, except as may otherwise be provided herein, and the arbitration award may be entered as a final judgment in any court having jurisdiction thereon.

# **Disputes**

You agree that in the event of a dispute between the Parties, the parties agree they will not engage in any conduct or communications, public or private, designed to disparage the other.

## **Limit of Liability**

The Liability borne by Company, its employees, agents, associates, successors, assigns, and legal representatives under this Agreement is limited in direct proportion to the compensation paid to Company under this Agreement, and shall not, under any condition, exceed the amount already paid to Company at the time of any such claim, demand or cause of action whatsoever.

**Entire Agreement.** This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements between you and the Company.

Thank you for your agreement. We are excited to work with you this year. We will process your next payments or payment in full for the amount indicated, and we'll send you all the details for your LEAP membership.