

MENTORSHIP PROGRAM AGREEMENT

1. Introduction.

1.1 By joining *The Art of Money*TM Mentorship Program offered by BT (defined below) (the “**Program**”), you agree to be bound by the terms and conditions of this Mentorship Program Agreement (the “**Agreement**”). This Agreement is made between Bari Tessler Unlimited LLC, a Colorado limited liability company (“**BT**”) and the Client (defined below). This Agreement is intended to outline the responsibilities of the parties with regard to the Services (defined below) to be provided by BT.

1.2 CLIENT UNDERSTANDS AND AGREES THAT THIS AGREEMENT SHALL BECOME IMMEDIATELY EFFECTIVE UPON THE PAYMENT (OR AGREEMENT TO PAYMENT INSTALLMENT) BY CLIENT OF THE REQUIRED FEE SET FORTH IN THE PAYMENT SECTION OF BT’S WEBSITE. BT reserves the right to reject or remove any Client from the Program in BT’s sole discretion. Client agrees to abide by the terms and conditions of this Agreement, and all other terms and conditions published on BT’s website, and Client understands changes may be made at the discretion of BT without Client’s input or consent. BT shall alert Client of changes to this Agreement.

2. Definitions.

2.1 “**Client**” or “**Clients**” mean the person, persons, or business who purchases and utilizes BT’s programs and/or private sessions, website, mentorship platform, teachings, or other paid services.

2.2 “*The Art of Money*TM **Mentorship Program**” or “**Program**” means such program and Services (as defined below) as set forth in this Agreement and on BT’s website.

2.3 “**Payment**” means the payment in full for the Program by Client or the agreement to pay installments for the Program as set forth in this Agreement and on BT’s website.

2.4 “**Services**” means the services set forth in Section 3 of this Agreement.

3. **Services Provided.** BT provides educational-related services only. In consideration for Payment, BT agrees to provide Client with Services for the Program as set forth in more detail on its website to include, but not necessarily limited to, the following: (a) weekly group calls; (b) a private members only forum to explore ideas, ask questions, and connect with a support network of peers; (c) access to *The Art of Money Program*TM content (the 12 main modules); (d) personal mentorship; and (e) additional member perks to be determined by and in the sole discretion of BT.

4. Confidentiality.

4.1 All information and advice furnished by BT to Client, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law or by regulation, ruling or order issued pursuant to law. With Client’s permission, BT may share nonpublic personal information to service providers involved with the administration and servicing of Client, which may include BT business team members and/or partners, mentors and guides, or other persons or entities providing services to BT or BT’s Clients or Client’s attorneys, accountants, auditors, and other professionals.

4.2 Client acknowledges and agrees that BT has developed or acquired certain unique techniques, procedures, other business methods and practices, and products, including but not limited to, BT’s business model, software, teaching materials, audio and video recordings, promotional materials, logo or name and products, trademarks, materials and discussions available on BT’s site or internal sites (the Intranet), which are not generally known to the public and are confidential in nature, and which are and will continue to be of great and unique value to BT. Client has acquired limited rights to use such confidential information pursuant to the terms of this Agreement and BT’s other terms and conditions which may be listed on its website. This confidential information shall not include information that (i) is or becomes generally available to the public at large or to other professionals in the same or similar business as BT other than as a result of disclosure in violation of this Agreement, (ii) is available to Client

on a non-confidential basis from a source other than BT, or (iii) was known to Client on a non-confidential basis prior to its disclosure to Client by BT.

4.3 Client agrees that all such confidential information he, she or it has acquired or will acquire as a result of his, her or its use of BT products or programs will be kept and maintained as confidential, in complete secrecy, except to the limited extent necessary to render advice to their respective clients or as otherwise provided in this Agreement. Client agrees not to copy, duplicate or store on computer files any of the confidential information which may be disclosed to Client and shall not permit any other person to do so, except as expressly allowed under this Agreement or as required by law. The terms of this provision shall survive termination of this Agreement.

4.4 In the event Client breaches this confidentiality provision, BT shall be entitled, in addition to all other remedies available to it at law or in equity, to equitable relief, including specific performance and injunctive relief to enforce this Section 4 and to restrain Client from using or disclosing, in whole or in part, directly or indirectly, any confidential information. Client agrees that, in addition to other costs and damages resulting from a breach of this Section 4, he, she or it shall pay BT's reasonable attorneys' fees and expenses.

4.5 Upon any termination set forth in this Agreement, Client will immediately be removed from access to the teaching platform and private forum, and agrees to immediately cease using and to destroy, if applicable, any and all products and materials provided to Client by BT related to the Program, including but not limited to recordings of any kind, manuals, products and materials obtained from BT's Intranet and any other written or electronic materials. Client agrees to immediately cease the use of any and all BT intellectual property or trademarks. In the event Client fails to comply with this provision, BT shall be entitled to any and all remedies at law or in equity available to it, including but not limited to injunctive relief and indemnification as provided in this Agreement.

5. Services Not Provided. BT Services do not include personal financial planning, investing, personal budgeting, retirement planning, tax planning, insurance planning, legal and/or other similar services. Client may receive mentoring, education or other resources related to the aforementioned, but not actual advice. Client acknowledges and understands that BT does not hold any certification related to any of the foregoing and is providing the Services purely as a mentorship program as set forth in more detail on BT's website. BT recommends that Clients consult with an appropriate tax, financial and/or legal advisor for any guidance which may require certification or licensure. BT is not qualified to prepare financial, accounting or legal documents for the implementation of recommendations, and Bari Tessler is not a licensed psychotherapist and is not providing clinical diagnosis or psychotherapy related to the Services.

6. Payment and Termination of Services. Payment shall be made on BT's website. Payment in full or commitment to a payment plan must be made prior to receiving any Services. Failure to make any Payment pursuant to a payment plan, unless otherwise agreed in writing by BT, will result in immediate termination of access by Client to the Program and/or Services. In the event Client terminates this Agreement or elects not to continue or complete the Program, all Payments outstanding on any payment plan are immediately due and any Payments already made are non-refundable. All Payments for Services are nonrefundable and total Payment is disclosed to Client on BT's web page and at checkout prior to final purchase of the Services. BT reserves the right to terminate Services as set forth in Section 1.2.

7. Dispute Resolution. Any dispute, controversy or claim arising out of or related to this Agreement or any breach of this Agreement, the Program or the Services, shall be submitted to and decided by binding arbitration. Arbitration shall be administered exclusively by JAMS, and conducted in accordance with the JAMS Streamlined Arbitration Rules & Procedures. The arbitration shall be conducted by a single arbitrator who shall either be chosen by mutual consent of BT and Client or, if BT and Client fail to agree on an arbitrator, shall be chosen unilaterally by JAMS. Any arbitral award determination shall be final and binding and may be confirmed in a court of appropriate jurisdiction in the

city of San Diego, California. Each Party to the arbitration shall bear their own costs of arbitration, including all arbitration fees and any attorneys' fees. Any arbitration proceeding by either BT or the Client to enforce this Agreement shall be brought only in the county of San Diego, California. BT and the Client hereby irrevocably submit to the exclusive jurisdiction of such arbitration forum and waive the defense of inconvenient forum to the maintenance of any such proceeding in such venue

8. Indemnification.

8.1 Client agrees to indemnify and hold harmless BT, its owners, officers, directors, employees, agents, successors and assigns (collectively "BT Indemnified Parties") from any and all liability that may be incurred by BT as a result of its providing the Services to Client pursuant to the terms of this Agreement and shall reimburse BT for reasonable attorney's fees or costs resulting from any claim or litigation.

8.2 Client agrees to indemnify and hold harmless BT Indemnified Parties from and against any and all claims, demands, judgments, orders, losses, damages, costs, charges, liens, debts, fines, or penalties, including attorneys' fees and consultant fees, arising from or relating to the Client's use of or implementation of the Program with any of the Client's respective customers or clients; provided the indemnified actions do not constitute gross negligence, willful misconduct or material breach of the Agreement on the part of BT. Client's businesses and services are entirely independent of BT and any claims arising from their actions as coaches, therapists, advisors, financial planners or in any other capacity, are not the responsibility of BT and Client shall indemnify BT against any costs arising from legal actions such Client's may incur for themselves. The terms of this provision shall survive termination of this Agreement.

9. Termination. This Agreement shall be in force until the completion of the Services and/or Program (as applicable) except as otherwise set forth in Section 6. Client may cease participation in the Program at any time, however, full Payment is due and payable upon enrollment in the Program (regardless of whether Client elects Payment in full up-front or elects install payments) and is not refundable as set forth in Section 6 above.

10. Miscellaneous.

10.1 **Modification and Assignment.** This Agreement may be modified as set forth in Section 1.2. This Agreement is not assignable by the Client without the advance written consent of BT.

10.2 **Governing Law.** This Agreement, for all purposes, shall be construed in accordance with the laws of California without regard to conflicts of law principles to the contrary.

10.3 **Entire Agreement.** The parties acknowledge that this Agreement sets forth the entire understanding and agreement of the parties and supersedes all previous understandings, discussions, or negotiations between the parties, written or oral, regarding the Agreement or the Program or Services. Client acknowledges and certifies that Client has carefully read and understands this Agreement and has had the opportunity to have the agreement reviewed by legal counsel.

10.4 **Headings.** Headings are given to certain sections and subsections of this Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement or any provision thereof.

10.5 **Severability.** If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby. In the event any provision is held illegal or unenforceable, the parties shall use reasonable efforts to substitute a valid, legal or enforceable provision which, insofar as is practical, implements the purposes of the provision held invalid, illegal and unenforceable.

10.6 **Waiver.** Failure at any time to require performance of any of the provisions herein shall not waive or diminish a party's right thereafter to demand compliance therewith or with any other provision. Waiver of any default shall not waive any other default. A party shall not be deemed to have

waived any rights hereunder unless such waiver is in writing and signed by an authorized officer of the party making such waiver.