

## **PARTICIPANT AGREEMENT**

This is the Participant Agreement (the “Agreement”) regarding you or your designee’s participation and attendance at live training, virtual training, online access, coaching, workshop, executive, graduate, or mentoring sessions (the “Session(s)”) conducted by Negotiation Strategist Research, Inc., doing business as The Persuasion Lab (the “Company”). Your Session type is determined by your subscription level or a proposal accepted by the Company.

By registering offline, online, sponsoring attendees, hosting attendees for organizational customers, or attending any Session(s), you are agreeing to these terms, which form a legal contract between the Company and the registered attendee or participant (“you”) and attendee(s)’ (“your”) participation and conduct.

If you are registering on behalf of another (as in the case of organizational training), it is your responsibility to ensure that the person attending is aware of these terms and accepts them, and by completing the registration, you are warranting that you have made the attendee aware of these terms, have given them a copy, and that they have accepted these terms by attendance, participation, or using any Company online resources.

### 1. Session(s) Admission.

1.1. Admittance. Your registration entitles you to admittance to the Session(s) subject to the Company’s discretion and compliance with this Agreement. Any and all other costs associated with your attendance (including, without limitation, any materials, travel, meals, or accommodation) shall be borne solely by you. All known costs are listed in the proposal for organizational customers or as otherwise communicated by the Company. The person delivering the services (the “Instructor”) may terminate any session at their sole discretion.

1.2. Termination. You acknowledge that Company reserves the right to request your removal from the Session(s) if Company, in its sole discretion, considers your presence or behavior to create a disruption, become unprofessional, create risk, hinder the Session(s), or for any other reason deemed appropriate by the Company. Subscription fees are non-refundable under any circumstances as most work is completed prior to Sessions.

1.3. Media. By attending the Session(s), you acknowledge and agree to grant Company the right at the Session(s) to record, film, photograph, or capture your likeness, image, name, and voice in any media now available and hereafter developed and to distribute, broadcast, use, or otherwise globally disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to Company includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media for any purpose, including commercial use.

1.4. Session(s) Content. You acknowledge and agree that Company, in its sole discretion, reserves the right to change any and all aspects of the Session(s), including but not limited to,

the Session(s) name, themes, content, program, speakers, performers, hosts, moderators, and time without prior notice or liability.

## 2. Fee(s).

2.1. Payment. The payment of the applicable fee(s) stated on the invoice or website for the Session(s) is due upon acceptance and is required for attendance or access to the Session(s). If such payment is insufficient or declined for any reason, the Company may refuse to admit you to the Session(s) and shall have no liability. Live Negotiation DoJo® cohorts come with a one-year subscription, which can be renewed month-to-month after the first year at the Company's then-current rates. Prices are indicated on the website or in a proposal. Drop-in sessions entitle you to attend one class at a discount, or as needed, subject to availability and Company approval.

2.2. Taxes. The fee(s) may be subject to sales tax, value-added tax, or any other taxes and duties which, if applicable, will be charged to you in addition to the fee(s) at the Company's discretion.

3. Cancellation Policy and Refunds. If you cancel within 30 days of the Company's receipt of your registration for a live Session(s), you will be eligible for a refund at the Company's sole discretion, less any administrative fees. If you cancel beyond the 30-day window, you will not be eligible for a refund, and no refunds will be issued for virtual or online Session(s) under any circumstances.

4. Privacy Policy. Company is committed to protecting the privacy of its customers and their discussions with the Company to the extent it deems reasonable. Company operates a privacy policy regarding the content of any discussions at the session (See Confidentiality Section 8.). No special attorney-client, physician-patient, priest-penitent, spousal, or other privilege exists between you and the instructor or any other attendees. Confidentiality does not apply to publicly available information available in the media or online or to information the Company chooses to disclose in its sole discretion.

## 5. Intellectual Property.

5.1. All intellectual property rights in and to the Session(s), the Session(s) content, feedback provided by participants for improvement, and all materials distributed at or in connection with the Session(s), both online and offline, are owned by the Company or its licensors. You may not use, record, perform, copy, distribute, use content to compete with Company, reverse engineer, or reproduce, or allow anyone you are affiliated with to use or reproduce, any copyrights, trademarks, or other trade names appearing at the Session(s), in any Session(s) content,

including but not limited to images, photos, audio, hard copies, or in any materials distributed at or in connection with the Session(s) for any reason without the prior written permission of Company, and any unauthorized use constitutes a material breach of this Agreement.

5.2. For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks, copyrights, trade secrets, patents, moral rights, or any other intellectual property rights owned or used under license by Company or any of its affiliates, or grant to you any right or license to any other intellectual property rights of Company or its affiliates, all of which shall at all times remain the exclusive property of Company and its affiliates.

#### 6. Warranties and Limitation of Liability.

6.1. COMPANY MAKES NO WARRANTIES IN RESPECT OF ANY ASPECT OF THE Session(s) OR ANY MATERIALS RELATED THERETO OR OFFERED AT THE Session(s), GOODS, SERVICES, SOFTWARE, OR ANY COMBINATION OF THE FOREGOING, TO THE FULLEST EXTENT POSSIBLE UNDER THE LAWS GOVERNING THIS AGREEMENT. COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, TIMELINESS, AND MERCHANTABILITY. NEITHER COMPANY NOR ITS AFFILIATES CAN ACCEPT ANY RESPONSIBILITY OR LIABILITY FOR RELIANCE BY YOU OR ANY PERSON ON ANY ASPECT OF THE Session(s), ANY INFORMATION PROVIDED AT THE Session(s), OR BOTH , AND YOU ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATION.

6.2. OTHER THAN TO THE EXTENT REQUIRED AS A MATTER OF LAW: (I) NEITHER COMPANY NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL COSTS, DAMAGES, OR LOSSES ARISING DIRECTLY OR INDIRECTLY FROM THE Session(s), USE OF INFORMATION IMPARTED AT THE Session(s), OR OTHER ASPECT RELATED THERETO OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS KNOWN OR DISCLOSED.

6.3. THE MAXIMUM AGGREGATE LIABILITY OF COMPANY FOR ANY CLAIM IN ANY WAY CONNECTED WITH THEREWITH OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE (INCLUDING ANY NEGLIGENT ACT OR OMISSION), SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO COMPANY UNDER THIS AGREEMENT, IF ANY.

7. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Oregon. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Oregon. The arbitration shall be conducted confidentially pursuant to the rules of the Arbitration Service of Portland. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees to be borne by you unless otherwise determined by the Company.

Any such arbitration shall include a written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction. You may not contest the arbitrability of this Agreement. THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL.

8. Confidentiality. Participants may want to discuss their particular situation to benefit from the group negotiation problem-solving acumen of the Session(s) participants. Whatever information you learn about participants and fact patterns presented is strictly confidential and may not be recorded or disclosed to anyone outside the Session(s) unless the Company permits otherwise. In these discussions, party identities should be anonymized, and facts should be changed with the goal of no participant being able to discern who the parties are being discussed unless the party disclosing such information indicates the information is not confidential and they obtained prior written permission. You agree not to record, copy, transcribe, perform, recreate, or distribute, either directly or indirectly (in any manner or form), and to keep strictly confidential and not disclose through written or any other means any of the conversations or content of the Session(s) , and any breach of this provision entitles the Company to seek injunctive relief and damages.

9. Session(s) Subject Matter. The Session(s) is conducted in person, virtually, or telephonically, and the dialog may include historical matters, communications theory, and objective and subjective perspectives. This information is intended to enable honest and realistic discussion, which may sometimes test some attendees' sensibilities. By attending the Session(s), you agree to be subject to such discussions. You may "opt out" of participating in any sparring or role-playing that transgresses your sensibilities without jeopardizing graduation, provided you notify the Instructor in advance.

10. Disclaimer No Reliance. Participation in the Session(s) should not be construed as legal, financial, psychological, or medical advice. Please seek a professional in your jurisdiction if you want this advice and do not rely on any information in any of the Session(s), and the Company bears no liability for any decisions you make based on Session(s) content.

Participant

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Negotiation Strategist Research, Inc.

Signature: \_\_\_\_\_

Martin Medeiros, CEO