

Acceptance of Terms and Conditions for Participation in the PRITCHETT *you*² Quantum Leap Lab

This Acceptance of Terms and Conditions (the “Agreement”) for participation in the PRITCHETT *you*² Quantum Leap Lab and all related materials (collectively referred to as the “Lab”) set forth the terms and conditions of the relationship between Pritchett, LP, a Texas limited partnership (“PRITCHETT”), with its offices located at 8150 N. Central Expressway, Suite 1350, Dallas, Texas 75206, USA, and you as the purchaser or consumer (“you”) as it relates to the Lab. You and PRITCHETT may be referred to in this Agreement collectively as the “Parties” or individually as a “Party”. You expressly agree to the terms of this Agreement by participating in the Lab.

1. **Term of Agreement.** The term of the Agreement shall be from the time PRITCHETT accepts your registration in the Lab (the “Effective Date”) until termination of the Lab or, alternatively, upon termination by either Party. Either Party may terminate this Agreement at any time by giving the other Party written notice of termination. Termination will not, however, release either Party from any obligations that arose prior to the date written notice of termination was given.
2. **Payment.** Payment for participation in the Lab is due upon application approval. Payment must be received by PRITCHETT in order to confirm your participation in the Lab. Payment is not refundable. Registrants who cancel their enrollment more than four weeks before the Lab's start date will have the option of applying the full tuition to a future Lab or receive a refund less \$1,000. Registrants who cancel their enrollment less than four weeks before the Lab's start date will have the option of applying the full tuition to a future Lab or receive a 50% refund of the fee.
3. **PRITCHETT *you*² Quantum Leap Lab Resources** (“Resources”). The Resources contain a set of licensed products. They are protected by copyright and intellectual property laws.
4. **Individual Use.** This Lab is for individual use. The content and the concepts contained within, collectively or proportionally, may not be shared or used in conjunction with any training or coaching, whether in-person, virtual, or otherwise, without specific written permission in advance from PRITCHETT.
5. **Copyright.** All title and intellectual property rights related to Resources are owned by PRITCHETT. No transfer of rights is included with this license other than for the granted single person use.
6. **Ownership Rights and Proprietary Information.** PRITCHETT owns all rights, titles and interests (including all intellectual property rights) to any and all Resources related to the Lab. You agree that you will not make the Lab and/or any Resources available to the general public or any third party for sale, distribution, download, replication, translation, dissemination, copying, file sharing or otherwise unless permitted by this Agreement or authorized in writing by PRITCHETT. You further agree that you will not audio or video record all or any portion of the Lab. Any violation of Sections 5 or 6 may result in legal action by PRITCHETT.
7. **Intellectual Property.** All trademarks, service marks, trade names, logos, and copyrighted materials associated with the Lab or contained in the Resources, or any variation thereof are the property of PRITCHETT. You agree not to infringe upon the

PRITCHETT Intellectual Property by, among other things, the following: (1) duplicating or creating material (including any derivative works) that is the same or substantially similar to the PRITCHETT Intellectual Property; (2) registering, creating or using trademarks, service marks or domain names that are the same or substantially similar to the PRITCHETT Intellectual Property; (3) using, manufacturing, or selling any product or service that infringes upon the PRITCHETT Intellectual Property; and (4) taking any action that implies or appears to be an endorsement by, partnership, or association with PRITCHETT, which has not been expressly consented to. Any violation of this Section 7 may result in legal action by PRITCHETT.

8. **Participation in the Lab Is at Your Own Risk.** PRITCHETT does not guarantee that you will achieve any specific personal, professional or financial results by your participation in the Lab. PRITCHETT also does not guarantee you will earn income as a result of your participation in the Lab. PRITCHETT makes no promises, representations or warranties concerning the viability of any goals, aspirations or endeavors you may identify or choose to pursue during or as a result of your participation in the Lab. PRITCHETT does not, and will not, provide you with any psychological, investment or financial advice in connection with your participation in the Lab or otherwise. You agree to participate in the Lab at your own risk. Lab information, services and products are used at your own risk. You are solely responsible for any decisions and actions that result from your participation in the Lab.
9. **Amendments.** PRITCHETT may modify or amend any of the terms and conditions contained in this Agreement at any time by providing a notification or a new version of the Agreement or by otherwise advising you of the amendment/modification.
10. **Exclusion of Liability/Damages.** PRITCHETT will not in any circumstances be liable for any damages whatsoever associated with the use or misuse of Resources (including, without limitation, damages for loss of business, business interruption, loss of business information or other indirect or consequential loss) arising out of the use or inability to use Resources. PRITCHETT's total liability under any provision of this agreement is in any case limited to the amount actually paid by you for participation in the Lab. This agreement represents the full agreement and takes the place of any other statements, written or verbal, related to the liability or warranty of the Resources or Lab.
11. **Indemnification.** You will indemnify, hold harmless and defend PRITCHETT (as well as its employees, instructors, vendors, independent contractors, service professionals and affiliated entities) against any and all claims, expenses, costs, causes of action and damages (including those for personal injury, property damage and reasonable attorney's fees) relating to your participation in the Lab or for violation of this Agreement.
12. **Assignment.** You may not assign this Agreement (or any obligations under this Agreement) without PRITCHETT's prior written consent.
13. **Governing Law; Class Action Waiver.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas, without reference to rules governing choice of laws. You irrevocably and unconditionally waive, to the fullest extent permitted by law, any right you may have to participate as a representative or member of any class of claimants in any class action lawsuit against PRITCHETT that relates to your participation in the Lab.
14. **Conduct.** PRITCHETT expects *you*² Quantum Leap Strategy Lab participants to conduct themselves with the highest ethics and integrity. PRITCHETT, in its sole and absolute

discretion, reserves the right to allow you to participate in and/or complete the Lab. PRITCHETT expects participants and speakers (virtual or in person) to help ensure a positive learning experience for everyone. Unacceptable behavior will not be tolerated during any portion of the Lab. No refunds will be granted for conduct deemed inappropriate by PRITCHETT.

15. **Relationship of Parties.** Nothing in this Agreement or through your participation in the Lab shall create a legally binding business partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and PRITCHETT.
16. **Lab Dates.** Lab dates and times are at sole discretion of PRITCHETT.
17. **Miscellaneous.** This Agreement, together with any invoices provided by PRITCHETT, constitutes the entire understanding of the Parties with respect to your participation in the Lab. This Agreement, together with any invoices provide by PRITCHETT, revokes and supersedes all prior or contemporaneous agreements, communications, proposals or understandings, whether electronic, oral or written, between the Parties regarding your participation in the Lab.