

Cash Flow Mastery for Entrepreneurs Program Enrollment Terms of Agreement

THIS AGREEMENT (the "Agreement") is effective as of the date signed by Client below (the "Effective Date") by and between **Linda Spencer, o/a VisionSpire Business Consulting**, (hereinafter known as the "Consultant") and You, the program participant (hereinafter known as "Client"). WHEREAS, Consultant is the creator, founder, and owner of the Cash Flow Mastery for Entrepreneurs Program, which provides business, finance and tax education, money mindset consulting and/or business coaching/mentoring. In addition, the Consultant provides products and additional consulting services to enhance the overall coaching/mentoring experience (collectively and hereinafter known as the "Program").

Whereas, Client desires to participate in the Program, which includes, but is not limited to training calls, group internet training calls, video conferences, training videos and more. In consideration for the mutual covenants contained herein, the Parties agree to the following:

(1) CONSULTANT'S SERVICES.

Upon execution of this Agreement and receipt of payment from the Client, the Consultant agrees to render services related to education, seminar, consulting, and/or coaching (the "Program"). The scope of services rendered by Consultant pursuant to this contract shall be solely limited to those contained therein.

(2) COMPENSATION.

Client agrees to compensate Consultant and pay the full amount for the Program Enrollment Fee, plus applicable taxes. Payment is due in accordance with the payment option selected on the order form. For any additional services to be paid, including paid Program Bonuses as outlined in the Program Sales Page, payment is due upon receipt of the invoice. Late payments made in excess of 15 days after the due date will be subject to late payment fee of 18% per annum.

(3) PAYMENT TERMS.

Parties agree that the services to be rendered are in the nature of consulting, education and mentoring. Client has independently evaluated its ability to pay the Fee with Client's independent consultants, in light of Client's financial position and circumstances, and verifies that it is able to pay the Fee and will not be unduly burdened by payment of the Fee. Upon execution of this Agreement, Client shall be responsible for the full extent of the enrollment Fee, regardless of whether Client completes the full extent of services offered by Consultant. To further clarify, no refunds will be issued and all scheduled payments must be paid on a timely basis whether Client completes the Program or not. Consultant shall not be obligated to invoice Client for payments. Consultant will provide Client with payment receipts that will be sent via email to the email address of record. Client's acceptance of this agreement comprises Client's authorization for all charges set forth in this Agreement on the dates set forth herein. In the event that Client terminates services prior to the completion of the services, Client shall be responsible for the entire Fee set forth herein. Upon execution of this agreement, payments towards the Fee shall be collectable and non-refundable on the dates set forth herein. This is not an installment contract.

Taxes. "Taxes" means all applicable customs, duties and excise taxes, goods and services tax, provincial or state or local sales tax, or any other similar value-added sales or use tax, fuel taxes and surcharges that are incurred by or required to be collected by Consultant in Canada, but excludes any franchise taxes, withholding taxes and taxes based on Consultant's income. Consultant shall invoice Client and Client shall pay Consultant all applicable Taxes that are required to be collected by the Consultant and that are imposed on Client by any government authority as a result of the provision of services or materials to Client under this Program Agreement. Consultant shall state all applicable Taxes

owed by Client, if any, by tax jurisdiction on each invoice. Consultant is responsible for remitting all such Taxes to the appropriate governmental authority. Consultant shall assume any and all responsibility for non-compliance, exclusive of Taxes, but including payment of penalties and interest.

The Consultant is responsible for the payment of all income taxes assessed or levied against it or its employees, as well as any employee benefits.

Currency. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

(4) CHEQUE PAYMENTS.

Check payments are not accepted - payments must be made by bank transfer or credit card payment.

(5) BANK TRANSFER INSTRUCTIONS.

If payment is made by e-Transfer OR internet transfer/payment from Client's bank account, such payment shall be made to: Linda@visionspire.ca

(6) CHARGEBACKS AND PAYMENT SECURITY.

To the extent that Client provides Consultant with Credit-Card(s) information for payment on Client's account, Consultant shall be authorized to charge Client's Credit-Card(s) for any unpaid charges on the dates set forth herein. If client uses a multiple-payment plan to make payments to Consultant, Consultant shall be authorized to make all charges at the time they are due and not require separate authorization in order to do so. Client shall not make any chargebacks to Consultant's account or cancel the credit card that is provided as security without Consultant's prior written consent. Client is responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith. Client shall not change any of the credit card information provided to Consultant without notifying Consultant in advance.

(7) FINANCIAL RESPONSIBILITY. We have made every effort to accurately represent the Program and its potential benefits. Results can and do vary; therefore the Consultant makes no guarantees of actual results. Each individual's success depends on many factors, including but not limited to, his or her background, dedication, starting point in their business, desire and motivation and actions taken. Client acknowledges to have represented to the Consultant that payment of the Program fees will not place a significant financial burden on Client or Client's family.

(8) NO RESALE OF SERVICES PERMITTED.

Client agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Program (including Program materials), use of the Program, or access to the Program. This agreement is not transferrable or assignable without the Consultant's prior written consent.

(9) NO TRANSFER OF INTELLECTUAL PROPERTY.

Consultant's copyrighted and original materials shall be provided to the Client for his/her individual use only and a single-user license. Client shall not be authorized to use any of Consultant's intellectual for Client's business purposes. Client shall not be authorized to share, copy, distribute, or otherwise disseminate any materials received from Consultant electronically or otherwise without the prior written consent of the Consultant. All intellectual property, including Consultant's copyrighted program materials, shall remain the sole property of the Consultant. No license to sell or distribute Consultant's materials is granted or implied.

(10) LIMITATION OF LIABILITY.

By using Consultant's services and enrolling in the Program, Client releases Consultant, officers, employers, employees, directors, related entities, trustees, affiliates, and successors from any and all

damages that may result from anything and everything. The Program is only an educational and/or business consulting service being provided. Client accepts any and all risks, foreseeable or unforeseeable, arising from these transaction(s).

Client agrees that Consultant will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Consultant's services or enrolment in the Program. Client agrees that use of Consultant's services and enrolment in this Program is at Client's own risk.

(11) DISCLAIMER OF GUARANTEE.

Client accepts and agrees that she/he is 100% responsible for her/his progress and results from the Program. Client accepts and agrees that she/he is the one vital element to the Program's success and that Consultant cannot control Client and/or Client's participation. Client commits to accepting assignments/exercises/sessions presented by Consultant and, to the extent that assignments/exercises/sessions require group participation, participating fully for the benefit of all members. If client is unwilling/unable to participate in exercises/assignments/sessions, the contract is terminable at Consultant's option without recourse or refund of any kind.

Consultant makes no representations or guarantees verbally or in writing regarding performance of this Agreement other than those specifically enumerated herein. Client accepts that, because of the nature of Consultant's services and extent of Clients' participation in Consultant's exercise(s)/recommendation(s), the results experienced by clients significantly vary. Client accepts responsibility for such variance. Consultant and its affiliates disclaim the implied warranties of titles, merchantability, and fitness for a particular purpose.

(12) PROGRAM RULES.

To the extent that Client interacts with Consultant staff and/or other Consultant clients, Client agrees to at all times behave professionally, courteously, and respectfully with staff and clients. To the extent that Client attends Consultant's seminars/workshops, Client shall not mass-distribute marketing materials to or mass-solicit other attendees of Consultant's seminars. Client agrees to abide by any Program Rules/Regulations presented by Consultant. The failure to abide by Program rules shall be cause for termination of this Agreement. In the event of such termination, Client shall not be entitled to recoup any amounts paid and shall remain responsible for all outstanding amounts of the Fee.

(13) NO SUBSTITUTE FOR MEDICAL TREATMENT.

Client agrees to be mindful of his/her own well-being during the Program and seek medical treatment (including, but not limited to psychotherapy), if needed. Consultant does not provide medical, therapy, or psychotherapy services. Consultant is not responsible for any decisions made by Client as a result of the coaching and/or any consequences thereof.

(14) TERMINATION.

In the event that Client is in arrears of payment or otherwise in default of this Agreement, all payments due hereunder shall be immediately due and payable. Consultant shall be allowed to immediately collect all sums from Client and terminate providing further services to Client. In the event that Client is in arrears of payments to Consultant, Client shall be barred from using any of Consultant's services/programs and current Program will be suspended until payment is resumed and current on payments. Client is allowed to be suspended for only two consecutive months before forfeiting and being terminated from the Program. In the event of such termination, Client shall not be entitled to recoup any amounts paid and shall remain responsible for all outstanding amounts of the Fee and Consultant has the right to pursue the Fee through its collection processes.

(15) CONFIDENTIALITY.

We respect your privacy and must insist that you respect the privacy of fellow Program participants. By signing below you agree not to violate the publicity or privacy rights of any Program participants. We

respect your confidential and proprietary information, ideas, plans and trade secrets and must insist that you respect the same rights of fellow Program participants and of the Consultant.

By signing below Client agrees (1) not to infringe any other Program participant's or the Consultant's copyright, patent, trademark, trade secret or other intellectual property rights, (2) that any information shared by other Program participants or any representative of the Consultant is confidential and proprietary and belongs solely and exclusively to the participant who disclosed, or the Consultant, (3) 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. By signing below Client further agree that (4) all materials and information provided to you by the Consultant are its confidential and proprietary intellectual property, belong solely and exclusively to the Consultant and may only be used by you as authorized by the Consultant, and (5) the reproduction, distribution and sale of these materials by anyone but the Consultant is strictly prohibited. Further, by signing below Client agrees that if he/she violates or displays any likelihood of violating any of his/her agreements contained in this paragraph, the Consultant and/or other Program participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client and other participants which would reasonably be considered to be proprietary to the Client/participant including, but not limited to, accounting records, business processes, client records, customer lists, pricing data, supply sources, techniques, computerized data, maps, methods, product design information, market information, technical information, benchmarks, performance standards and other confidential and/or Proprietary Information of, or licensed to, the Client/participant or its clients/customers ("Customers"), including without limitation, trade secrets, inventions, patents, and copyrighted materials, and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.

Client/participant owns all Confidential Information. Consultant shall hold in trust all rights to Confidential Information for the exclusive benefit of Client/participant.

Confidential information does not include information which:

- i. is in or becomes part of the public domain through no fault of Consultant;
- ii. is disclosed to Consultant by a third party without restriction;
- iii. is known to Consultant at the time of disclosure and is so documented;
- iv. is independently developed by Consultant without access to any information furnished to it by Client and is so documented; or
- v. is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however that the Consultant shall advise Client of such required disclosure promptly upon learning thereof in order to afford Client a reasonable opportunity to contest, limit, or assist Consultant in crafting such disclosure).

Consultant hereby acknowledges that Client has made, or may make, available to Consultant certain Confidential Information.

All written and oral information and materials disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

Consultant acknowledges that this information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Client to maintain its secrecy and

confidentiality. Except as essential to Consultant's obligation under this Agreement, Consultant shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Information. Except as essential to Consultant's obligations pursuant to their relationship with the Client, Consultant shall not make any duplication or other copy of the Confidential Information.

The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client. This obligation will survive indefinitely upon termination of this Agreement.

Consultant shall not in any publicity matters use the name Client, Client Inc., Client LP, or any variation thereof or language from which the connection of said names may be implied. Consultant shall not disclose or advertise in any manner the nature of Services supplied or the fact that it has entered into this Agreement, unless Client, in its discretion, grants Consultant prior permission to do so.

(16) PRIVACY.

"Personal Information" means any personally identifiable information, in any format or medium, from or about an individual such as their name and address, or information that can be used to authenticate that individual such as passwords, PINs and unique identification numbers, including any information which, on its own or when reasonably combined with other available information, relates to an identifiable individual.

The Parties acknowledge that the nature of the Program is not intended to grant Consultant direct access to Personal Information. In the event that Consultant has access to any Personal Information (with the exception of the business contact information of Client and its representatives), any such access will likely be incidental. To the extent that Consultant has incidental access to Personal Information, the Consultant agrees to treat Personal Information as Confidential Information.

Notwithstanding the foregoing, if Client requests Consultant to process Personal Information, then the Parties will negotiate in good faith and amend this Agreement to include the applicable terms, conditions and requirements related to the appropriate handling of any such Personal Information.

(17) INDEPENDENT CONTRACTOR.

Each party shall be an independent contractor in its performance hereunder and shall retain control over its personnel and the manner in which such personnel perform. In no event shall the parties to this Agreement be deemed to be anything other than independent contractors and in no event is this relationship to be deemed a partnership, joint venture, franchise or employment relationship of any kind.

(18) DISCLAIMER.

Although the Consultant is a qualified CPA with tax and accounting expertise, the Consultant is not qualified to provide legal or financial planning advice and the information provided to you by the Consultant during the Program is not intended as such. Client should refer all legal and financial planning related inquires to appropriately qualified professionals.

(19) ASSIGNMENT.

Neither party shall assign this Agreement without the written consent of the other.

(20) FORCE MAJEURE.

Except for an obligation to pay fees, neither party shall be liable for the failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to matters beyond their control, including, but not limited to, fire, flood or other natural disaster, war embargo, or riot,

providing that the party so delayed immediately notifies the other party of such delay. The terms of this Clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under this Agreement, until as soon as practical after a force majeure condition cease to exist.

(21) NOTICES.

The parties shall send all notices and consents required to be given under this agreement to the addresses set forth below or such other address as may be established by notice hereunder. A notice or consent and is deemed received on the fourth (4th) Business Day after deposit or when actually received, whichever is sooner. Facsimile or electronic signatures shall be deemed equivalent to original signatures for the purposes of this Agreement.

For Client: (name and address as indicated in the Order form)

For Consultant: Linda Spencer, CPA, CA
o/a VisionSpire Business Consulting
607 Main Street
Glen Williams, ON L7G 3T5

Consultant and Client may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of providing Services under this Agreement. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices).

(22) SURVIVAL.

All obligations and liabilities which, by their nature, are intended to survive the expiration or the earlier termination of the term of this agreement will remain in effect beyond any expiration or termination.

(23) GOVERNING LAW.

This Agreement and performance hereunder shall be governed and interpreted according to the laws of the Province of ONTARIO, and the federal laws of Canada applicable therein.

(24) TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

(25) GENDER.

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

(26) WAIVER.

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

(27) CONTROLLING AGREEMENT.

In the event of any conflict between the provisions contained in this Agreement and any marketing materials used by Consultant, Consultant's representatives, or employees, the provisions in this Agreement shall be controlling.

(28) SEVERABILITY.

If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed modified in order to comply with applicable law and the remaining provisions shall not be affected or impaired in any way.

(29) ENTIRE AGREEMENT AND AMENDMENT.

This agreement, including the Program Outline and Getting Started Client Intake Form, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and communications, written or oral, with respect thereto. This Agreement shall be binding upon both the Client and the Consultant and their respective heirs, legal representatives and successors in interest. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

From time to time the Consultant may modify this Agreement and such modification(s) shall be effective upon posting, by the Consultant on the Consultant Website at www.visionspire.ca (the Consultant Website), or via email with the subject line specifically stating “amendment to existing agreement”, “amendment to existing terms of use”, or any similar language denoting the terms of use are to be modified. Client agrees to be bound to any changes to this Agreement when using Consultant services after any such modification(s) is posted. It is therefore important that Client review the Agreement, the Consultant Website and all emails generated from the following emails: Linda@visionspire.ca / Connect@visionspire.ca / Support@visionspire.ca on a regular basis, to ensure you are updated as to any changes. Client’s failure to object in writing to said changes within five (5) business days of receipt of notice of those changes, will amount to an understanding, acceptance and the decision to be bound by those changes.

This Agreement may not be modified or any right of a party waived, except by means of an amendment which expressly references this Agreement and is duly executed by each of the parties.

(30) OTHER TERMS.

Upon execution of This Agreement by signature below, the Parties agree that any individual, Consultant, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, heirs, assigns, designees or consultants of which the signee is a Consultant, officer, heir, successor, assign or designee is bound by the terms of THIS AGREEMENT.

By completing and signing this agreement, Client hereby acknowledges that Client has read, understands and agrees to the terms and conditions herein.

A facsimile, electronic, or e-mailed copy of this Agreement, with a written or electronic signature, shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into THIS AGREEMENT.