

ASHAE SUNDARA

PARTICIPANT AGREEMENT

THIS PARTICIPANT AGREEMENT ("Agreement") is an agreement by Ashae Sundara, Inc., a Texas corporation (hereinafter as "Ashae Sundara" or as the "Company") and the undersigned client ("Client" and which Client may be referred to hereinafter as "You") in connection with Client's desire to secure coaching services and products from Ashae Sundara for Client's personal and professional growth.

The terms and conditions, as set forth herein, shall govern all fee-based products and services owned or operated by the Company including, but not limited to video recordings, live coaching services, audio trainings, workbooks, phone coaching, webinar trainings, video trainings, and all Company intellectual property (collectively, the "Coaching Program") provided by the Company to Client.

By participating in the Coaching Program, You agree to all of the terms and conditions, as set forth below (the "Terms").

You accept and agree to be bound by these Terms when you click the "I Accept" button or utilize some other applicable means of electronic acceptance or electronic digital execution by You of this Agreement that coincides or applies to these Terms or by executing a copy of this Agreement.

SCOPE OF AGREEMENT

The terms and conditions, as set forth herein, shall govern all fee-based products and services owned or operated by Ashae Sundara Inc. including, but not limited to video recordings, live coaching services, audio trainings, workbooks, phone coaching, webinar trainings, video trainings, and all Ashae Sundara Inc. intellectual property (collectively, the "Coaching Program") provided by Ashae Sundara to Client.

I. SERVICES

The coaching services by Ashae Sundara are provided in various formats, including but not limited to live group sessions, live 1:1 sessions, and previously recorded video or audio recordings. The live or recorded coaching sessions will be generally conducted via Zoom, Telegram, Voxer, Facebook, ClickFunnels, or telephone. The coaching service is intended to be a thought-provoking and creative process that aims to inspire Client to maximize personal awareness, thinking, abilities and his/her personal and professional potential. The success of the coaching services depends upon the Client's diligence, commitment and openness to the process. Client is advised that the coaching services by Ashae Sundara should not be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment and Client hereby agrees that Client will not use the coaching services by Ashae Sundara in place of any form of diagnosis, treatment or therapy.

II. FEE PAYMENT TERMS

- a. **All fees are required to be paid in advance.** Payment for live or video coaching sessions shall be made online through Stripe payment or PayPal services or via debit or credit card.

In the event Participant fails to pay any amount due by 48 hours prior to the scheduled session, Participant's participation in such coaching session(s) may be cancelled at the Company's discretion.

If payments are late and have not been received by the Company after 60 days, the Company will report Participant to collections to pursue for any unpaid balances.

In such cases, Participant should be aware that non-payment, missed payment or late payments could negatively impact a Participant's credit history and/or FICO credit score. Participant agrees and gives express written consent to the Company and its staff to charge all fees to the credit card, alternate credit card or any other credit card number Participant provides, verbal, electronic, or written, to the Company. Participant specifically represents to the Company that Participant has the ability to authorize charges to the credit card numbers provided by Participant to the Company and its staff. Participant will indemnify the Company, its principals, officers, directors, staff and agents for any costs it may incur as a result of Participant's unauthorized credit card use.

If the Company provides Participant with notice that Participant's credit card will not process any fees due pursuant to this Agreement, participant will immediately provide the Company and its staff with an alternate working credit card number or valid method of payment, written or verbal.

- b. No Refund Policy on Purchase of all Products + Services** The Company does not offer refunds for 1:1 coaching, masterclasses, meditations, retreats, or activations.

The Company is here to support Participant to achieve his/her highest level of success and fulfillment, and part of that is requiring a commitment from the Participant that he/she is fully invested. Should Participant have questions or need additional information or clarification prior to consummating the purchase, Participant should reach out through Direct Message via Instagram to @ashaesundara. It is to the Participant's benefit to carefully consider that the Company's program(s) will be the right fit for Participant before moving forward with the purchase, due to the "no refund" policy.

Participant shall be responsible for full payment of all fees due on Participant's selected program(s), including all future payments if the Participant has elected to pay in installments, regardless of whether Participant completes the program(s).

If Participant has a medical emergency or death in the family, arrangements may be made at the sole discretion of the Company for the Participant to attend future, alternative programs. Such arrangements may be made on a case-by-case and are not guaranteed.

A Participant's change of mind, change of schedule, change of employment, moving, interpersonal relationship challenges, non-attendance or any other circumstance will not constitute grounds for a refund.

If Participant is late with a payment, Participant will be removed from the online community, and all access to materials, calls, and fee-based courses + services will be revoked. Access shall be reinstated once Participant has brought current all payments.

The Company will not, under any circumstances, give refunds on content or programs that Participant has been granted access to but did not complete or participate in.

Payments that are late by more than 7 business days will incur a \$125 late fee.

- c. Cancellation Policy on Live 1:1 Sessions:** If Participant does not cancel any pre-paid Live Session with 24 hours advance notice to the Company (which notice may be provided via email to teamashaesundara@gmail.com), Participant will forfeit the Live Session fee that has been paid for by Participant.

III. TERMS + CONDITIONS

1. Confidentiality. Ashae Sundara respects and shall safeguard the privacy and confidentiality of all communications with Client. At no time will Ashae Sundara voluntarily divulge the coaching relationship between Ashae Sundara and Client without written permission from Client, unless required to do so by law.

However, Client is hereby advised that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. Ashae Sundara agrees not to disclose any information pertaining to the Client without the Client's written consent. Ashae Sundara will not disclose the Client's name as a reference without the Client's consent.

The parties hereby agree that confidential information does not include information that: (a) was in the Ashae Sundara's possession prior to it being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by Ashae Sundara from a third party, without breach of any obligation to the Client; (d) is independently developed by Ashae Sundara without use of or reference to the Client's confidential information; or (e) Ashae Sundara is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to Ashae Sundara and as a result of such disclosure Ashae Sundara reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with Ashae Sundara in a timely manner.

2. General Disclosure and Disclaimer. Coaching is for people who desire to make improvements in their lives. Client shall be solely responsible for creating and implementing Client's own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and the coaching sessions, whether via live sessions or through previously recorded video sessions, with Ashae Sundara.

Coaching services by Ashae Sundara does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association - and that said coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals - and it is Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that Client promptly inform the mental health care provider of the nature and extent of the coaching relationship between you and Ashae Sundara.

Ashae Sundara, its principal and staff will not and do not function as licensed mental health professionals, therapists or counselors, and coaching by Ashae Sundara is not intended as a replacement for counseling, psychiatric interventions, treatment for mental illness, recovery from past abuse, professional medical advice, financial assistance, legal counsel, or other professional services.

3. No Guarantee; Limitation of Liability. Ashae Sundara makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to any coaching services provided. Client understands and hereby acknowledges that Ashae Sundara cannot guarantee that any or all of Client's personal and professional objectives will be or can be successfully achieved, whether in whole or in part, through the coaching services provided by Ashae Sundara.

During the coaching sessions and programs, representatives or the principal of Ashae Sundara may express opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by representatives or the principal of Ashae Sundara is intended to be an expression of opinion only, based on information available to Ashae Sundara at the time, and should not be construed by You as a promise or guarantee.

Ashae Sundara is not, and will not be, liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by Ashae Sundara. Client accepts and agrees that Client shall be fully responsible for Client's progress and results from any coaching sessions, whether live or by video, provided by Ashae Sundara.

Client is hereby advised that results experienced by Client may significantly vary from other parties participating in such coaching sessions. By signing below, Client acknowledges that there is an inherent risk of loss of capital and there is no guarantee that Client will achieve

his/her goals as a result of participation in the video or live coaching sessions by Ashae Sundara.

In no event shall Ashae Sundara be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, Ashae Sundara's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to Ashae Sundara under this Agreement for all coaching services rendered through and including the termination date.

4. Intellectual Property Rights. Any and all materials provided by Ashae Sundara in the course of Client's participation with any recorded video or live coaching sessions with Ashae Sundara are proprietary, copyrighted and developed specifically for and by Ashae Sundara. Client hereby agrees that such proprietary material is solely for Client's own personal use. Any disclosure to a third party (including the posting and/or releasing of such video coaching sessions on any form of social medium) is strictly prohibited. All intellectual property, including copyrighted materials, shall remain the sole property of Ashae Sundara, and no license to sell or distribute any materials of Ashae Sundara is granted or implied. Client agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial or personal purposes, any portion of the video courses and live coaching sessions, including any materials.

The video courses and videos of any live sessions are copyrighted and any original materials that may be provided to Client are intended for Client's individual use only and are granted as a single-user license. Client is not authorized to use any of Ashae Sundara's intellectual property for Client's business purposes. All intellectual property, including Ashae Sundara's copyrighted program and/or course materials, shall remain the sole property of Ashae Sundara. No license to sell or distribute Ashae Sundara's materials is granted or implied.

Client agrees not to assign, transfer or sublicense Client's rights as a registered user of Ashae Sundara's fee-based, video courses and its live coaching sessions. Client understands that only Client may use Client's account and that Client's enrollment and subscription to Ashae Sundara's fee-based, video courses and its live coaching sessions is only valid for Client's individual use.

If Client violates any of the terms and conditions as set forth herein, Ashae Sundara will be entitled (i) to seek injunctive relief to prohibit any such violations and to take any additional measures in order to protect against the harm to Ashae Sundara and its other clients of such violations and (ii) to terminate Client's participation in any of the coaching sessions without refund to Client.

5. Non-Disparagement. Client agrees not to make or post in any form of social media any false, disparaging, or derogatory statement in public or private regarding Ashae Sundara, its principal, officers, staff, personnel or agents. This covenant shall survive the termination of this Agreement.

6. Indemnification. Client agrees to indemnify and hold harmless Ashae Sundara, its affiliates, officers, directors, staff and personnel from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including all attorneys' fees and costs, arising out of, or relating to, Client's participation in the video or live coaching sessions provided by Ashae Sundara. Client agrees to defend Ashae Sundara, its affiliates, officers, directors, staff and personnel against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Client's participation in the video or live coaching sessions under this Agreement, unless expressly stated otherwise by Ashae Sundara, in writing.

7. Dispute Resolution. The parties shall attempt in good faith to resolve any dispute or claim ("Dispute") relating to this Agreement promptly by negotiations. The disputing party will give the other party written notice of the dispute or claim, and a meeting for negotiation shall take place within forty-five days of such notice. In the event that such negotiation does not resolve the Dispute or if one of the parties refuses to participate in such negotiation in such forty-five day period, then any and all Disputes shall be submitted to the American Arbitration Association (AAA), or its successor, for mediation prior to commencing the actual arbitration proceedings. Either party hereto may commence mediation by providing AAA and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The mediation shall take place at the AAA office in the County of Travis, State of Texas. The parties shall participate in the mediation in good faith and will share the costs equally. The parties will cooperate in the selection of a mediator from the AAA panel of neutrals and the scheduling of the mediation proceedings. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any AAA employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled from the date of the written request for mediation until fifteen (15) days after the conclusion of mediation. The Parties will take such action, if any, required to effectuate such tolling.

If the Dispute cannot be resolved through mediation, then at the request of either party in writing (the "Notice of Dispute"), the Dispute shall be submitted by either party to arbitration before the AAA in accordance with its Commercial Arbitration Rules then in effect, utilizing a single arbitrator unless the parties agree otherwise. If the parties are unable to agree on an arbitrator within thirty (30) days of the filing of a demand for arbitration, the arbitrator shall be selected pursuant to the rules and procedures of the AAA. The arbitration will take place in County of Travis, State of Texas, and will apply the governing law of this Agreement. The decision of the arbitrator will be final and binding and judgment on the award may be entered in any court of competent jurisdiction. The arbitrator will state the reasoning for the decision(s), including findings of fact and law, and specify a prevailing party. The parties shall share the cost of the arbitrator and the arbitration proceedings, but the prevailing party in the arbitration shall be entitled to have its own arbitration costs and expenses (including reasonable attorneys' fees and expenses)

paid by the other party as part of final judgment. The parties agree that the arbitrator shall only have the power and authority to make awards and issue orders as expressly permitted herein and shall not, in any event, make any award that provides for punitive or exemplary damages.

THE PARTIES WILL NOT RAISE IN CONNECTION HEREWITH, AND HEREBY WAIVE TRIAL BY JURY AND/OR ANY DEFENSES BASED UPON THE VENUE, THE INCONVENIENCE OF THE FORUM, THE LACK OF PERSONAL JURISDICTION, OR THE LIKE IN ANY ACTION OR SUIT ARISING FROM, INCIDENT TO OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

8. Termination. Either you or Ashae Sundara may terminate this Agreement for the following reasons: If coach or client repeatedly miss sessions without communication (if working together 1-1), at any time for any reason. Client agrees to compensate Ashae Sundara for all services rendered through and including the effective date of termination of the coaching relationship. Client hereby acknowledges Ashae Sundara may suspend or terminate Client's participation in any coaching sessions without refund if Client should become disruptive or has violated any of the terms and conditions as set forth herein.
9. Force Majeure. Ashae Sundara shall not be liable in any way for any delay, failure in performance, losses, or damage arising out of or relating to any cause beyond its reasonable control, including but not limited to, (i) any act of God, pandemic, war, act of a public enemy, riot or other civil disorder, act of any government body, labor dispute, shortage of fuel or power, explosion, epidemic, fire, flood, earthquake, windstorm, or other unusually severe weather, or (ii) any interruptions, omissions, malfunctions, delays, or errors of any third party communication system, telecommunication or similar carrier, operational or computer system, or access thereto which would have an impact on the Client's access to the video or live coaching sessions provided by Ashae Sundara.
10. Entire Agreement. This document reflects the entire agreement between you as the Client and Ashae Sundara and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both You and Ashae Sundara.
11. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
12. Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of laws provisions.
14. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.
15. Electronic Communications and Online Coaching. Telephone (including text), email, and videoconference are not encrypted methods of communication, and some confidentiality risk exists with their use. The team at Ashae Sundara communicates using these mediums. By signing our services agreement, you consent to Your coach, or someone from Ashae Sundara's team, following up with You by telephone, text or email for scheduling, billing, quality assurance, or other reasons.
16. Attorneys' Fees and Expenses. If it is determined that a party has failed to perform under any provision of this Agreement, then the prevailing Party shall be entitled to recover from the non-prevailing Party, on demand, reasonable attorney's fees and costs incurred in connection with such dispute.
17. Execution in Counter-Parts; Electronic Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties hereto agree that any electronic signature of a party to this Agreement is intended to authenticate such writing and shall be valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Electronic delivery of a signature to this Agreement (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document that may be facilitated via DocuSign or a similar platform, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

