

ALIGN RETREAT AGREEMENT

Jenny Nuccio LLC

This Agreement is between Jenny Nuccio LLC (“Company”), and [You] (“Attendee”) (collectively the “Parties”, or in the singular “Party”), for the purpose of Attendee participating in an in-person workshop on February 13, 2023 - February 16, 2023 in Costa Rica (“Align Retreat”). This Agreement shall become effective upon the date of the both Parties’ signatures below (“Effective Date”).

1. Scope of Workshop

The Workshop will take place on February 13, 2023 - February 16, 2023 from 10:00 AM - 7:00 PM. The Workshop includes excursions, group coaching, expert sessions, meals, + travel during the dates Attendee is in attendance. Attendee understands will be no coaching by Company before or after the Workshop dates.

The Workshop includes snacks, lunch, and dinner for each day. Jenny Nuccio LLC is responsible for all lodging and travel (car transport and airfare) to get to and from the Workshop.

2. Fees

Attendee agrees to pay \$10,000 for the Workshop and services provided by Company.

Attendee may either (1) pay the full fee; or (2) pay an initial payment of \$5,500 followed by three payments of \$1,500. In the event Attendee elects a payment plan, the initial payment of \$5,500 will be deemed a non-refundable, non-transferable retainer. In the event Attendee elects to pay the full fee, 50% of the full amount will be deemed a non-refundable, non-transferable retainer (“Retainer”). If Attendee elects the payment plan option, Attendee is responsible for paying Company the entirety of the remaining balance. The payments must be paid on time and any default in payment will result in immediate removal from the Workshop whereby Company shall deem all other payments made as liquidated damages. Company retains the right to legally enforce Attendee to pay any remaining balance on their payment plan should cancellation or non-payment occur. Attendee will not be allowed into the Workshop on the dates indicated above unless the full fee is paid beforehand.

Any additional services, calls, emails and time utilized by Attendee beyond the scope of the Workshop will be billed by Company at \$250 per hour and invoiced separately to Attendee.

3. Reservation Fee & Cancellation by Attendee

Attendee shall reserve a seat at the Workshop by signing this contract and paying the fee indicated in Section 2. No spot is reserved until this Agreement and fee are received. In the event Attendee cancels this Agreement or is unable to attend the Workshop for any reason whatsoever, no refund will be given. Attendee may only sell their Workshop ticket with the express consent of Company. Notice of Cancellation must be made in writing at least 14 days prior to the Workshop date and sent via email to Company (as defined in Section 29). Without proper Notice of Cancellation, Attendee will be required to pay all additional fees due.

4. Duty of Company & Cancellation of Services

Company agrees to perform at the Workshop to the best of its abilities. Company reserves the right to change the Workshop schedule, sessions, speakers, or food selections at any time. In the event Company determines, in its sole discretion, that it cannot or will not perform its obligations for the Workshop under this Agreement due to circumstances including, but not limited to, injury, illness, death of family member, pregnancy, military orders, religious obligations, or other personal emergencies, it will:

1. Immediately give Notice to Attendee;
2. Attempt to reschedule the Workshop date;

3. If no reschedule is possible, cancel the Workshop and issue a refund or credit to Attendee based on a reasonably accurate percentage of services rendered up to the point of cancellation; and
4. Excuse Attendee of any further performance and/or payment obligations under this Agreement.

5. Duty of Attendee at Workshop

Attendee hereby represents that Attendee will conduct itself in a respectful, safe and prudent manner while participating in the Workshop and shall refrain from inappropriate behavior. During in the Workshop, every Attendee will be treated with respect, regardless of their chosen philosophy and whether or not Attendee agrees with others' approach or opinions. Bullying is not allowed under any circumstances whether verbal, audio, video or in writing and is grounds for immediate dismissal from the Workshop. Company retains the right, at its sole discretion, to ask Attendee to leave the Workshop early if Attendee's behavior is unacceptable. Company reserves the right to cancel a Workshop activity or release a Attendee if it feels the Attendee's conduct is inappropriate or disruptive. Attendee agrees to release and hold Company harmless from any damages that may result from its dismissal from the Workshop.

6. Confidentiality

Attendee understands that that certain information of a confidential nature may be disclosed by the Company, presenters or other Attendees during the Workshop, including, but not limited to, personal information, tools, processes, strategies, materials, slides, and other business trade secrets. All information given and conversations held inside the Workshop are confidential including anything related to another attendee's business. Attendee understands and agrees that they must respect the privacy of the other attendees. Attendee shall not intentionally disclose any confidential information to any third-party without specific approval by Company, the other speakers, and/or attendees.

7. Model Release

This Agreement serves as a model release giving Company the irrevocable right to use the photographs and video taken by Company at the Workshop in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. Attendee waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Attendee, their legal representatives, heirs, and assigns.

8. Bonuses

Company may offer bonuses for paying in full, early bird pricing, or other similar promotions for enrolling in the Workshop. Specific bonuses are only guaranteed at the exact time when Attendee enrolls. Attendee may only receive the benefit of in-person bonuses during the Workshop. No bonuses are available to be used or "cashed in" after the Workshop ends. Company reserves the right to change or alter bonuses and promotions throughout the enrollment process in its sole discretion, whereby attendees may receive differing bonuses upon enrollment.

9. Communication

All questions, concerns, feedback and Workshop related questions shall be directed towards hello@jennynuccio.com and will be answered by Company during its business days [Monday thru Friday, 9am-5pm, EST]. Company typically replies to emails within [72] business hours. Company **WILL NOT** answer any emails or direct messages on social media from Attendee.

10. No Guarantees

Company does NOT make any guarantees as to the results, including personal, business, financial or other gains, of any services provided at the Workshop. Attendee agrees to take responsibility for Attendee's own results.

11. Release & Reasonable Expectations

Attendee has spent a satisfactory amount of time reviewing Company's business and has a reasonable expectation that Company's services throughout the Workshop will produce different outcomes and results for each Attendee. Attendee understands and agrees that:

- Every Attendee and final result is different.
- Business coaching and mentoring is a subjective service and Company may give different information to each Attendee depending on their needs and business needs.
- Company will use its judgment to create a favorable education experience, but that each Workshop topic's core subject may not be applicable to each Attendee depending on their business needs at that time.
- Dissatisfaction with Company's independent judgment or individual coaching style are not valid reasons for termination of this Agreement or request of any monies returned.

12. Disclaimer

Attendee agrees and understands Company is *not* providing the professional services of an attorney, accountant, nutritionist, financial planner, therapist or any other kind of licensed or certified professional. Should Attendee desire professional services that exceed the scope of this Agreement, Attendee must sign a letter of engagement of said professional services with the appropriate service provider.

13. Medical Treatment

Attendee is responsible for their own health and safety while attending the Workshop, and for seeking medical attention as necessary for any allergic reactions, illness or injury that they may experience while attending the Workshop. In an event where it becomes reasonably necessary for Attendee to receive medical treatment at either Attendee's request or Company's discretion during the Workshop, Attendee understands and accepts full responsibility for any and all medical expenses arising out of any treatment from such an incident. In the event that Attendee is unable to make medical decisions in an emergency, Attendee consents to the care of any reasonable physician or treatment center to administer treatment until Attendee's Emergency Contact(s) can be reached and take over Attendee's care decisions.

14. Assumption of Risk

Attendee understands and agrees that the Workshop includes dining, social and recreational activities. Any activity can involve an element of risk or injury. Attendee assumes the risk of any activity, and the risk of using any reasonable means of transportation to and from such activities, whether provided by Company or a third-party. Company will make a reasonable attempt to accommodate any specific housing, dietary or other health requests, or let the Attendee know if such a request is not possible. If Company cannot provide for a specific request, or Attendee does not wish to assume any such risks, Attendee may take responsibility for providing their own food, accommodations, transportation or anything else that the Attendee needs or wants to participate in the Workshop.

15. Attendee's Responsibility to Secure Insurance

Attendee understands and agrees that it is their responsibility to acquire and purchase an adequate amount of travel, medical or other insurance that insures the Attendee against sickness, health issues, bodily harm, travel cancellations or delays, and incidental or direct damages resulting from Attendee's participation in the Workshop. Attendee agrees to indemnify and hold Company harmless for all such occurrences.

16. Safe Working Environment

Attendee understands and agrees that Company maintains a safe work environment at all times and complies with all health and safety laws, directives and rules and regulations. Attendee further understands and agrees that during the Workshop Attendee shall not carry weapons or firearms, be exposed to severe illness, or request the Company to do anything illegal or unsafe. Further, Company will not host the Workshop in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, areas affected by wildfires, hurricanes, avalanches, communicable diseases, quarantined areas, or other similar occurrences. In the event any of these circumstances arise, Company reserves the right to reschedule the Workshop or terminate Attendee's participation immediately during the Workshop. Company shall be entitled to retain all monies paid and Attendee agrees to relieve and hold Company harmless as a result of an incomplete Workshop experience.

17. Non-Disparagement

The Parties agree that, at all times during this Agreement, they shall use reasonable and good faith efforts to ensure that neither Party engages in any vilification of the other, and shall refrain from making any false, negative, critical or disparaging statements, implied or expressed, concerning the other, including, but not limited to, management style, methods of doing business, the quality of products and services, role in the community, or treatment of other Party. The Parties further agree to do nothing that would damage the others business reputation or good will; provided, however, that nothing in this Agreement shall prohibit either Party's disclosure of information which is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other regulatory body of competent jurisdiction.

18. Indemnification

Each Party hereby agrees to indemnify and hold harmless the other Party and its agents from and against any and all losses, damages, liabilities, expenses and costs, including reasonable legal expenses and attorneys' fees, to which the other may become subject as a result of any claim, demand, action or other legal proceeding by any third-party to the extent such losses arise directly or indirectly out of activities performed by the other Party pursuant to this Agreement, except to the extent such losses result from the gross negligence or willful misconduct of a Party.

19. Maximum Damages

Attendee agrees that the maximum amount of damages it is entitled to in any claim relating to this Agreement or services provided in this Agreement are not to exceed the total cost paid to Company or promised to be paid to Company for participation in this Workshop.

20. Limitation of Liability

In no event shall Company be liable under this Agreement to Attendee or any other third-party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not Participant was advised of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

21. Force Majeure

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control that are unforeseen and unpredictable at the time of contracting, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or

slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within 3 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of [number] days following Notice given by it, the other Party may thereafter terminate this Agreement upon Notice. The Retainer and all other payments made by Attendee up to the date of Notice of a Force Majeure Event are non-refundable. In the event this Agreement is terminated due to the impossibility of the Impacted Party to cure its performance obligations, such payments shall be credited to Attendee's account and must be used within 12 months from the date of Notice of the Force Majeure Event.

22. Sales Taxes

Should any sale and/or use tax be imposed on any part of this Agreement, such tax shall be collected from Attendee and remitted by Company. All sales tax will be included on invoices.

23. Entire Agreement

This is a binding Agreement that incorporates the entire understanding of the Parties, supersedes any other written or oral agreements between Attendee and Company, and any modifications must be in writing, signed by both Parties, and physically attached to the original agreement.

24. Venue and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. The Parties agree that any dispute or lawsuit arising out of, or concerning, this Agreement that is not first resolved by arbitration shall be resolved exclusively in a federal or state court of competent jurisdiction located in Comal County, Texas. The Parties assume responsibility for their own collection costs and legal fees incurred should enforcement of this Agreement should it become necessary.

25. Arbitration

Any and all disputes or disagreements arising between the Parties out of this Agreement upon which an amicable understanding cannot be reached, shall be decided first by mediation, and if mediation is unsuccessful, then arbitration in accordance with the procedural rules of the American Arbitration Association. The Parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Comal County, Texas or another location is mutually agreed to by the Parties. The cost and expenses of the arbitrators shall be shared equally by the Parties. Each Party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

26. Severability & No Waiver

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both Parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this Agreement.

27. Transfer

This Agreement cannot be transferred or assigned to any third party by either the Company or Attendee without written consent of both Parties.

28. Headings

Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this

Agreement. 29. Notice

Parties shall provide effective notice (“Notice”) to each other via email at the date and time which the Notice is sent: Company’s Email: hello@jennynuccio.com; Attendee’s Email: [You].

30. Counterparts; Facsimile Signatures

A copy of this Agreement may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete agreement between the Parties. The Parties agree that a facsimile copy (electronic copy) of this Agreement, which contains the Parties’ signatures, may be used as the original.

By completing this purchase, I acknowledge that I have read, understand, and agree to the terms and conditions of this Agreement.