

## MasterMind Platform Agreement

Last Update: August 25, 2020

MasterMind Consulting, LLC (“MasterMind”) offers You an opportunity to sell Your MasterMind Content (“Content”) on its platform. Content includes, but is not limited to, any images, photos, audio, video, compilations, messages, or other information or educational materials you publicly display on our platform. If you would like to participate in this program, you will be referred to as a “Host” and as such may earn money through the sale of Your Content. You may sell both previously recorded Content and tickets to attend live-Content events; You may also Host “masterminds” on the platform without advertising in our marketplace. If You post Content on our platform or use our platform to Host events, it will be Your sole and exclusive responsibility to determine what Content you will offer and the amount, if any, that You will charge for your Content, however you must agree to these terms and conditions. See also MasterMind’s [Terms and Conditions of Use & Sale](#), which apply to You in Your role as a user and a Host, unless otherwise expressly provided for.

This Agreement (“Agreement”) governs Your participation in MasterMind’s marketplace. By clicking “I Accept the Terms and Conditions” and submit, You thereby accept the terms of this Agreement, You indicate that You have read and understood this Agreement, and agree that You are bound by its terms.

**SECTION 1 - PARTIES** All references to “MasterMind” herein means and refers to MasterMind Consulting, LLC. All references to “You” and “Your” mean and refer to the business that will Host Content on the platform. MasterMind and You are each referred to herein as a “Party,” and collectively as the “Parties.”

**SECTION 2 - APPLICATION** You agree to provide all information requested by MasterMind in connection with Your Content, and You affirm that all information that You provide is truthful and accurate and in compliance with all applicable laws. You understand and agree that MasterMind retains sole and exclusive discretion to remove Content from its platform for any reason including, but not limited to, if it, in its sole discretion, determines the Content is not appropriate.

**SECTION 3 - CONSENT TO BE CONTACTED** You expressly consent to be contacted at the email address and the phone number You provide in Your account details about this Agreement, including through automated dialing systems, texts and artificial or pre-recorded messages. This consent is a material condition of this Agreement and may not be revoked except in writing by both Parties.

**SECTION 4 - COMPENSATION** You are solely and exclusively responsible for setting the price for your Content. If You use our marketplace to market and sell Your Content and/or Host a MasterMind, MasterMind will be compensated as follows: (1) if You use our platform to Host a MasterMind and promote and sell Your Content through Your unique MasterMind link(s), we will retain a 1% transaction fee (in addition to any merchant fee(s)) and remit the remainder

compensation to you; (2) if You inherit sales from traffic that did not come through your unique MasterMind link(s) and marketing efforts, we will retain a 20% fee (in addition to any merchant fee(s)) for promoting, marketing and selling Your Content. The aforementioned two means of compensation are not mutually exclusive. All compensation will be based on the amount of fees received by MasterMind, less merchant fees, commissions, transaction fees, and applicable sales taxes.

*If Mastermind determines, in its sole and exclusive discretion, that any sale was procured fraudulently or as a result of any violation of this Agreement or applicable law, no payment will be made and if previously made, such amounts shall be deducted from future payments.*

**SECTION 5 - TERM AND TERMINATION** The term of this Agreement will begin the earlier of (i) when You click “I accept the Terms and Conditions” and submit; or (ii) You Host Content on the platform. Your participation in the Mastermind’s marketplace will continue month-to-month until terminated. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days’ written notice of termination. If, in our sole discretion, You fail, or we suspect that You have failed, to comply with any term or provision of the Agreement or the [Terms and Conditions of Use & Sale](#), or violated any law, whether in connection with Your use of MasterMind or otherwise, we may terminate the Agreement or suspend Your access to our platform at any time without notice to You.

If this Agreement is terminated or cancelled, then all provisions that, by their nature, should survive, will survive, including, but not necessarily limited to, all limitations of liability, disclaimers of warranties, indemnity obligations, mandatory arbitration and class action waiver provisions, and exceptions to arbitration. All representations and warranties undertaken by You shall also survive termination or cancellation of this Agreement and/or Your MasterMind account.

**SECTION 6 - OWNERSHIP** You will retain ownership of any Content uploaded to our platform. However, by submitting Content on our platform, you hereby grant Mastermind and its affiliates a royalty-free, perpetual, irrevocable, world-wide license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the User Content in any media or medium, form, format, or forum.

**SECTION 7 - ADDITIONAL REPRESENTATIONS AND WARRANTIES** In addition to Your other representations and warranties herein, You further represent and warrant that:

- You are the sole author and owner of any intellectual property protected Content you upload on our platform or use during your presentation(s);
- Your content does not and will not infringe on another's intellectual property rights;
- You are solely responsible for any contributions, comments, or postings You submit, including any feedback or questions;

- All Content that You post is accurate, truthful and adequately substantiated under all applicable laws;
- Your use of the Content will not cause injury to any person or entity;
- Content will not be false or misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; and
- Content must not include any claims that use of MasterMind or Your content will guarantee that someone will make money. You are also expressly prohibited from making any express or implied claims that MasterMind or Your Content or services provide a business opportunity, franchise opportunity, a "business-in-a-box," or an assisted marketing plan.

You also represent and warrant that there are no prior or pending government investigations or inquiries of, or prosecutions against You by the Federal Trade Commission ("FTC"), any other federal or state governmental agency, or any industry regulatory authority, anywhere in the world, nor any prior or pending private lawsuits against You which relate to alleged intentional torts or alleged violation of any consumer protection or advertising laws. If You become the subject of such an investigation, inquiry, prosecution, or lawsuit any time after this Agreement is executed, You are required to notify MasterMind of the same within 24 hours. MasterMind, in its sole and exclusive discretion, may immediately terminate Your participation in MasterMind's marketplace, as well as immediately terminate this Agreement, based on any investigation, proceeding, or lawsuit identified pursuant to this paragraph without any liability to You.

**SECTION 8 - NON-DISPARAGEMENT** You are not permitted to comment negatively about or disparage the content hosted on MasterMind or any other person or entity, including without limitation the products or services of a MasterMind competitor.

**SECTION 9 - MASTERMIND TRADEMARKS** No logo, tagline, trademark, trade name, or trade dress (collectively, the "MasterMind Trademarks") owned by MasterMind may be used, copied, or reproduced by any party. No MasterMind intellectual property (or any mark confusingly similar to any MasterMind intellectual property) is to be registered as a trademark in any country or registered as a domain name by You or any of Your agents in any way in any country.

MasterMind retains exclusive ownership of all MasterMind Trademarks and other intellectual property and all of its rights therein.

**SECTION 10 - NO WARRANTY; NO LEADS** MasterMind does not promise, guarantee or warrant Your business success, income, or sales. You understand and acknowledge that MasterMind will not at any time provide sales leads or referrals to You. You understand and agree further that this is not a business opportunity, a franchise opportunity, a "business-in-a-box," or an assisted marketing plan. You are responsible for procuring and paying for any and all materials and resources necessary to operate as an Host as You determine

in Your sole discretion. You understand and agree that there are no guarantees that You will make any money by agreeing to this Agreement and hosting Content on the platform, let alone recoup any money paid to MasterMind.

**SECTION 11 - DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION, CLASS ACTION WAIVER, & GOVERNING LAW** As explained in MasterMind's [Terms and Conditions of Use & Sale](#), any controversy or claim arising out of or related to this Agreement or Your relationship with us that cannot be resolved through negotiation within 120 days shall be resolved by binding, confidential arbitration administered by the American Arbitration Association ("AAA"), and judgment on the award rendered may be entered in any court having jurisdiction thereof. The sections of the [Terms and Conditions of Use & Sale](#) entitled "DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER," "MASTERMIND'S ADDITIONAL REMEDIES," and "GOVERNING LAW AND VENUE" are expressly incorporated herein by reference. Please review the [Terms and Conditions of Use & Sale](#) for more information.

**SECTION 12 - ENTIRE AGREEMENT** This Agreement, Appendix A below, along with MasterMind's standard [Terms and Conditions of Use & Sale](#), represents the entire agreement between the Parties and supersedes any other written or oral agreement between the Parties as pertaining to Your Affiliate application and, if approved, Your rights and responsibilities as an Affiliate.