

<http://www.PartnerShapeNOW.com> Contractual ONE

### **PARTICIPANT/PARTNER/PRESENTER AGREEMENT**

This Agreement is made by and between the undersigned and GLOBAL TRADERS ASSOCIATION, its affiliates, successors and/or assigns (hereinafter referred to as "HOST.")

1. Host has approved your Application and hereby accepts you as a Participant, Presenter or Partner in its Program.
  - a) "Participants" are authorized to listen to and learn from the Program content delivered on a phone, via the web or the "world" (at live events - in person or via broadcast)
  - b) "Presenters" are participants who have successfully experienced and participated in the Program and who have passed a Certification process by Host (implemented by phone, web or "world") to offer their products, services or events to Participants & Partners and other Presenters.
  - c) "Partners" are Presenters who seek to improve the quality of their branding and positioning and create more leads, opt-ins, repeat business, customer retention and referrals.
  - d) Participants, Presenters & Partners are also sometimes referred to as "Members, Mentors & Masters."
2. We are committed to providing all Program Participants, Presenters & Partners with a positive Program experience. Thus, you agree that the Host may, at its sole discretion, terminate this agreement, and limit, suspend or terminate your participation in the Program without refund or forgiveness of any payments made by you if you become disruptive or difficult to work with, if you fail to follow the Program Guidelines, or if you impair the participation of Program instructors or Participants/Presenters/Partners in the Program.
3. We respect your privacy and must insist and require that you respect the privacy of fellow Program Participants/Presenters/Partners. We also respect your confidential and proprietary information ideas, plans and trade secrets (collectively, "Confidential Information") and require that you respect the same rights of fellow Program Participants/Presenters/Partners and of HOST.

Thus, you agree:

- a) not to infringe any Participants/Presenters/Partners' or HOST's copyright, patent, trademark, trade secret or other intellectual property rights;
- b) that any and all Confidential Information shared by Program Participants/Presenters/Partners or any representative of HOST is confidential and proprietary, and belongs solely and exclusively to the Participants/Presenters/Partners who disclose it or HOST;

- c) not to disclose such information to any other persons or use it in any manner other than in discussions with other Program Participants/Presenters/Partners during Program sessions;
- d) that all materials and information provided to you by HOST are confidential and proprietary intellectual property belong solely and exclusively to HOST, and may only be used by you as authorized by HOST;
- e) that reproduction, distribution and sale of these materials by anyone but HOST are strictly prohibited;
- f) that if you violate, or display any likelihood of violating these provisions, HOST will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.
- g) while you are free to discuss your personal results from HOST programs and training, you must keep the experiences and statements, oral or written, of all other participants in the strictest of confidence

#### 4. Content:

- a) Program education and information is intended for a general audience and does not purport to be, nor should it be construed as, specific advice, therapy or counseling tailored to any individual.
- b) All materials, procedures, policies, and standards, all teaching manuals, all teaching aids, all supplements and the like that have been or will be made available by HOST as well as Participants, Presenters and Partners designated facilitators, or any other source, oral or written, are for personal use or in conjunction with this Program only.
- c) Program content is for personal use only, and may not be sold, tape recorded, videotaped, shared, taught, given away, or otherwise divulged without the express written consent of HOST, or its designated agent.
- d) The information contained in program material is strictly for educational purposes.
- e) There is no guarantee, express or implied, that you will earn any money using the techniques and ideas in these materials. Examples in these materials are not to be interpreted as a promise or guarantee of earnings. Earning potential is entirely dependent on the efforts and skills of the person applying all or part of the concepts, ideas and strategies contained in our course materials.
- f) HOST and its officers, directors and trainers disclaim any warranties (express or implied), of merchantability, or fitness for any particular purpose. HOST shall in no event be held liable to any party for any direct,

indirect, punitive, special, incidental or other consequential damages arising directly or indirectly from any use of this material, which is provided "as is", and without warranties.

- g) We assume no responsibility for errors or omissions that may appear in any program materials.

5. Right to Use Name & Likeness:

- a) Participants/Presenters/Partners hereby authorize and grant to HOST, and its agents and assigns, an irrevocable license and permission to use their name, photograph, likeness, voice, testimonial and biographical material, in whole or in part, for publication or reproduction in any medium, including but not limited to television, radio, print media and the Internet, among others, for any purpose, including but not limited to public relations, education, advertising, marketing, training and research. This consent extends to such use without restriction or limitation as to time or geographic boundary.
- b) Participants/Presenters/Partners hereby waive all rights they may have to any claims or demands for payment or royalties in connection with the use of any of such materials, regardless of the purpose of such use or publication, and regardless of whether a fee is charged or collected by HOST for any product and/or service in connection with such use and publication. Participants/Presenters/Partners also waive any right to inspect, review or approve any photograph, recording, or other written material at any time, and waive the right to approve the use and medium of publication determined by HOST.
- c) Participants/Presenters/Partners understand that HOST owns all rights in and to any such photograph, recording or testimonial, including any copyright and/or trademark relating to such use.

6. Release & Liability Waiver

- a) In consideration of and as part of my payment for the right to participate in HOST Programs, the undersigned, its heirs, executors, administrators, successors and assigns do hereby RELEASE, WAIVE, ACQUIT, DISCHARGE, INDEMNIFY, DEFEND, HOLD HARMLESS AND FOREVER DISCHARGE HOST and its subsidiaries, principals, directors, employees, agents, heirs, executors, administrators, successors, and assigns and any of the training instructors, guides, staff or students taking part in the training in any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff OF AND FROM ALL ACTIONS, CAUSES OF ACTION, CONTRACTS, CLAIMS, SUITS, COSTS, DEMANDS AND DAMAGES OF WHATEVER NATURE OR KIND IN LAW OR IN EQUITY arising from my participation in the Programs.
- b) HOST shall in no event be held liable to any party for any direct, indirect, punitive, special, incidental or other consequential damages arising directly or

indirectly from any use of HOST's programs or materials, which is provided "as is", and without warranties.

7. Restriction on Use of Confidential Information:

None of the parties hereto shall, during the term of this Agreement or at any time thereafter, communicate, divulge or use for the benefit of any other person, persons, partnership, association, corporation or entity any of another party's confidential information, knowledge or know-how. A party hereto shall divulge such information only to such of its employees, financial advisors and legal representatives as must have access thereto in order to satisfy its obligations hereunder. All parties shall take all necessary precautions to ensure that their employees retain such information in confidence.

8. Payment:

- a) Participants/Presenters/Partners have paid their designated "Members Access Pass Space" fee, as payment for access to the Program.
- b) As applicable, Participants/Presenters/Partners have also designated a live offering, voluntary donation or a generous gift to allow others to participate in HOST programming.
- c) Participants/Presenters/Partners are fully responsible for their own travel, living, communications costs and accommodations incident to live events.
- d) Certain program elements allow for the earning of bonuses which enable Participants/Presenters/partners to share in the growth of the Program.
- e) In the event of a refund of any payments to Participants/Presenters/Partners by HOST (in its sole and absolute discretion,) this Agreement shall be deemed null and void except for continuing post-termination obligations which may include financial obligations of Participants/Presenters/Partners' to HOST.

9. Termination:

- a) In the event HOST terminates this Agreement due to a breach by the Participants/Presenters/Partners or the earlier request of HOST, the Participants/Presenters/Partners shall immediately cease using any Program materials and return all originals, copies, summaries, and other tangible-both physical and electronic manifestations of such materials in the possession or control of the Participants/Presenters/Partners. The obligations of the Participants/Presenters/Partners under this Agreement shall remain in effect in perpetuity after expiration or termination of this Agreement.
- b) The Participants/Presenters/Partners agree that any breach of its obligations under this Agreement will cause irreparable harm to HOST. Therefore, in addition to any remedies available at law, HOST shall have the right to seek equitable relief to enforce this Agreement without the necessity of posting a bond. Any provision of this Agreement found to be invalid, unenforceable, or prohibited by

law shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the rest of this Agreement.

- c) Participants/Presenters/Partners may elect to terminate their participation in the Program by providing HOST with 30 days prior written notice. Notwithstanding such termination, Participants/Presenters/Partners' obligations to HOST for joint venture, revenue sharing arrangements or the like which may come to fruition during the term of this Agreement shall remain in effect.

10. Miscellaneous:

- a) All disputes and claims relating to this Agreement, the rights and obligations of the parties hereto, or any claims or causes of action relating to the performance of either party will be settled by binding arbitration by the American Arbitration Association in New York, NY in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. The costs of the arbitration proceedings will be borne by the losing party if such party is found to have been in material breach of its obligations hereunder. The following will supplement and, in the event of a conflict, will govern any arbitration pursuant thereto.
- b) Exceptions to Arbitration: Notwithstanding the foregoing, the arbitrator will not have jurisdiction over disputes relating to the ownership, validity, or registration of any mark, trade secret, or copyright of HOST, and will have no authority to declare any mark, trade secret, or copyright invalid, abandoned, misused, abused or otherwise affect the registration thereof or any party's rights thereto.
- c) Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof.
- d) Preliminary Relief: Nothing herein contained will prevent a party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect a party's interest prior to the filing of any arbitration proceeding or pending the trial or handing down of a decision or award pursuant to any arbitration proceeding conducted hereunder.
- e) Survival: This agreement to arbitrate will survive any termination or expiration of this Agreement.
- f) This Agreement shall be governed pursuant to the laws of New York.
- g) The undersigned participant agrees to accept any and all notice or notices, including but not limited to, service of legal documents and pleadings, by mail.
- h) No waiver or delay in enforcement of any breach of any provision of this Agreement shall be construed as a waiver of any rights and/or remedies which HOST may have with respect to any preceding or succeeding breach of this Agreement or delay in enforcement thereof. Further, the acceptance of any payment by HOST hereunder shall not constitute a waiver of any breach of any

provision of this Agreement. This agreement constitutes the entire agreement of the parties and may only be amended in writing.

11. Acknowledgements:

- a) I understand that the HOST’s programming is designed to facilitate the creation/development of personal, professional or business goals and to develop and implement a strategy/plan for achieving those goals. It is my responsibility to take action to implement strategies and I agree that progress cannot be made without affirmative effort on my part.
- b) I understand that coaching is a comprehensive process that may involve work, finances, health, relationships, education and recreation. I acknowledge that deciding how to handle these issues, incorporate coaching into those areas, and implement my choices is exclusively my responsibility.
- c) I understand that coaching is not to be used as a substitute for professional advice by legal, medical, financial, business, spiritual or other qualified professionals. I will seek independent professional guidance for legal, medical, financial, business, spiritual or other matters. I understand that all decisions in these areas are exclusively mine and I acknowledge that my decisions and my actions regarding them are my sole responsibility.
- d) I further understand that the terms and conditions of the Program, as well as this Agreement, may be amended by HOST, in its discretion, simply by providing Participants/Presenters/Partners with notice of such amendments.
- e) This Agreement and all ancillary agreements executed contemporaneously herewith constitute the entire agreement between the parties, and there are no other oral or written understandings or agreements between Participants/Presenters/Partners and the HOST.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Dated: \_\_\_\_\_

GLOBAL TRADERS ASSOCIATION

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PARTICIPANTS/PRESENTERS/PARTNERS

Dated: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_