

Terms and Conditions

TERMS OF PURCHASE AGREEMENT

By purchasing any course or coaching from Salon Owners Collective (“Program”) from Larissa Macleman (“Company”), you (“Client”) and collectively, the “Parties”) agree to the following terms of this Purchase Agreement (“Agreement”):

1. SERVICES.

Company agrees to provide its Program and Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

2. DISCLAIMER.

Group Coaching Client understands Company is not an agent, publicist, accountant, financial planner, lawyer, therapist, or any other licensed or registered professional. Coaching, which is not directive advice, counseling, or therapy, may address overall goals, specific projects, or general conditions in Client’s life or profession. Coaching services may include setting priorities, establishing goals, identifying resources, brainstorming, creating action plans, strategizing, asking clarifying questions, and

providing models, examples, and in-the-moment skills training. Company promises that all information provided by Client will be kept strictly confidential, as permissible by law.

6. REFUNDS.

Client is responsible for full payment of fees for the entire Program, regardless of whether Client completes the Program. Refunds will only be considered with 10 days of purchase and with written reason to email address

8. CONFIDENTIALITY.

This Agreement is considered a non-disclosure agreement for Client. Client agrees not to disclose, reveal or make use of any information learned by either party during discussions, Or otherwise, throughout the Term of this Program (“Confidential Information”). Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Client shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. The obligation of Client hereunder to hold the information confidential does not apply to information that is subsequently acquired by either Party from a third party who has a bona fide right to make such information available without restriction. Both Parties agree that any and all

Confidential Information learned as of the date of purchase shall survive the termination, revocation, or expiration of this Agreement.

Client understand and agrees that all group coaching calls are recorded. Client hereby grants Company the unconditional and irrevocable right to reproduce the Recording in any format, and to distribute, sell, prepare derivative works, advertise and publicize the Recordings without compensation to Client. Company may edit the Recordings and shall own the worldwide rights, title and interest, including copyright in, and to, the Clients Recording.

9. COMPELLED DISCLOSURE OF CONFIDENTIAL INFORMATION.

Notwithstanding anything in the foregoing, in the event that Client is required by law to disclose any of the Confidential Information, Client will (i) provide Company with prompt notice of such requirement prior to the disclosure, and (ii) give Company all available information and assistance to enable Company to take the measures appropriate to protect the Confidential Information from disclosure.

10. NON-DISCLOSURE OF COMPANY MATERIALS.

Material given to Client in the course of Client's work with the Company is proprietary, copyrighted and developed specifically for Company. Client agrees that such proprietary

material is solely for Client's own use. Any disclosure to a third party is strictly prohibited.

Company's program is copyrighted and the original materials that have been provided to Client are for Client's individual use only and are granted as a single-user license. Client is not authorized to use any of Company's intellectual property for Client's business purposes. All intellectual property, including Company's copyrighted program and/or course materials, shall remain the sole property of the Company. No license to copy, sell or distribute Company's materials is granted or implied.

Further, by signing below, Client agrees that if Client violates, or displays any likelihood of violating, any of Client's agreements contained in this paragraph, Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

11. NON-DISPARAGEMENT.

Client shall not make any false, disparaging, or derogatory statement in public or private regarding Company, its employees, or agents. Company shall not make any false, disparaging, or derogatory statements in public or private regarding Client and its relationship with Company.

12. INDEMNIFICATION.

Client agrees to indemnify and hold harmless Company, its affiliates, and its respective officers, directors, agents, employees, and other independent contractors from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, Client's participation or action(s) under this Agreement. Client agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Client's participation under this Agreement, unless expressly stated otherwise by Company, in writing.

13. DISPUTE RESOLUTION.

If a dispute is not resolved first by good-faith negotiation between the Parties to this Agreement, every controversy or dispute to this Agreement will be submitted to binding arbitration. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Surrey, BC. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of

proper jurisdiction, either as a judgment of law or in equity, as circumstances may indicate.

14. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the New Zealand regardless of the conflict of laws principles thereof.

15. ENTIRE AGREEMENT; AMENDMENT; HEADINGS.

This Agreement constitutes the entire agreement between the Parties with respect to its relationship, and supersedes all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. No amendment of, or any consent with respect to, any provision of this Agreement shall bind either party unless set forth in a writing, specifying such waiver, consent, or amendment, signed by both parties. The headings of Sections in this Agreement are provided for convenience only and shall not affect its construction or interpretation.

16. COUNTERPARTS.

This Agreement may be executed in one or more counterparts (including by means of facsimile or electronic mail via portable document format), each of which shall be

deemed an original but all of which together will constitute one and the same instrument.

17. SEVERABILITY.

Should any provision of this Agreement be or become invalid, illegal, or unenforceable under applicable law, the other provisions of this Agreement shall not be affected and shall remain in full force and effect.

18. WAIVER.

The waiver or failure of Company to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

19. ASSIGNMENT.

This Agreement may not be assigned by either Party without express written consent of the other Party.

20. FORCE MAJEURE.

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under this Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

21. CLIENT RESPONSIBILITY; NO GUARANTEES.

Client accepts and agrees that Client is 100% responsible for its progress and results from the Program. Company will help and guide Client; however, participation is the one vital element to the Program's success that relies solely on Client. Company makes no representations, warranties or guarantees verbally or in writing regarding Client's performance. Client understands that because of the nature of the program and extent, the results experienced by each client may significantly vary. By signing below, Client acknowledges that there is an inherent risk of loss of capital and there is no guarantee that Client will reach its goals as a result of participation in the Program and Company's comments about the outcome are expressions of opinion only. Company makes no guarantee other than that the Services offered in this Program shall be provided to Client in accordance with the terms of this Agreement.