

## TERMS OF PURCHASE AGREEMENT

By purchasing the 'How to Save Boat Loads of Time on Social Media' Program ("Program") from Arise Marketing Solutions ("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.

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.

3. PROGRAM STRUCTURE.

- **This Program is 6 weeks starting November 9th 2015**

Company's requests for Client's participation in the Program:

- Please be on time to all appointments. If you will be late, notify Company in advance. If you will miss an appointment, notify Company at least 24 hours in advance. Appointments missed without 24 hours notice will only be rescheduled at Company's sole discretion.
- Be honest and participate fully. Recognize that our sessions are a safe place to look at what you really want, and what it will take to make it happen.
- Make a commitment to the action plans you create, and do what you have agreed to do.
- Understand that the power of the coaching relationship can only be granted by you, and commit to making the relationship powerful. If you see that the coaching is not working as you desire,

communicate and take action to return the power to the relationship.

4. TERM.

This Program is 2 months long and begins on November 9th 2015 ("Term"). Client understands that a relationship with Company does not exist between the Parties after the conclusion of the Program. If the Parties desire to continue their relationship, a separate agreement will be entered into.

5. TERMINATION.

Company is committed to providing all clients in the Program with a positive Program experience. By signing below, Client agrees that the Company may, at its sole discretion, terminate this Agreement and limit, suspend or terminate Client's participation in the Program without refund or forgiveness of monthly payments if Client becomes disruptive or upon violation of the terms. If Client decides to terminate this Agreement, no refunds will be issued.

6. PAYMENT.

Total price of this Program is \$195. Client may pay by monthly installments of \$100 through PayPal, debit or credit card. Client grants Company the authority to charge the card(s) provided on the first (1st) of each month. Payments using PayPal must be made no later than the 10th of each month. If a payment is not received by this date, Company reserves the right to suspend Services until payment is complete.

7. REFUNDS.

Client is responsible for full payment of fees for the entire Program, regardless of whether Client completes the Program. To further clarify, no refunds will be issued.

8. CALLS.

Client calls Company at the scheduled time of appointment. It is Client's responsibility to schedule monthly calls with Company. If Client fails to schedule appointments, those unscheduled appointments are forfeited. If Client needs to reschedule a call with Company, Client must give at least 24 hours advanced notice to Company. Missed appointments will be forfeited at the sole discretion of Company.

Client also understands that any/all scheduled coaching calls and/or other benefits expire at the end of the Term of this Program and will not be carried-over.

9. CONFIDENTIALITY.

This Agreement is considered a mutual non-disclosure agreement. Both Parties agree 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. Both Parties 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 the Parties 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.

10. COMPELLED DISLCOSURE 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.

11. 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 personal 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 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.

12. 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.

13. 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.

14. 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 the American Arbitration Association. The arbitration shall occur within ninety-(90)-days from the date of the initial arbitration demand and shall take place in Wichita Falls, Texas. 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 decree in equity, as circumstances may indicate.

15. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, regardless of the conflict of laws principles thereof.

16. 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. Neither course of performance, nor course of dealing, nor usage of trade, shall be used to qualify, explain, supplement or otherwise modify any of the provisions of this Agreement. 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.

17. ACCEPTANCE.

This Agreement is deemed signed and accepted by Client and Client's electronic click to accept the terms of this Agreement and Client's purchase of the Program.

18. 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.

19. 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.

20. ASSIGNMENT.

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

21. 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.

22. CHANGES TO THIS AGREEMENT.

Company may revise these terms and will always post any updated or more recent versions on Company website. By continuing to use or access the Program after any revisions come into effect, Client agrees to be bound by the revisions.

23. 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. Client acknowledges that Company cannot guarantee any results for publicity as such outcomes are based on subjective factors that cannot be controlled by Company.