



STUDENT SERVICES AGREEMENT

Welcome!

At Uncommon Consulting, LLC, we feel that every person should engage in work that serves their life purpose. We strongly believe that business is not just about money. It's about making your mark in this world, changing people's lives, businesses and environment and at the same time generating income to support your personal life and help you make a bigger positive global impact. Unlike most professional trainings, we strive to ensure that your work is strongly aligned with your highest truth and core values, and that it is reflected in everything you do. By enrolling in our program, you are making the first step in achieving your best life and your career goals.

Why you're Reading This Document

We're honored to be working with you and that you've decided to invest in yourself by enrolling in our unique training program. The purpose of our international training Programs are to provide you with frameworks that support purposeful engagement in meaningful work and life. We offer programs such as the Uncommon Collaboratory, the Leadership Excellence and Acceleration Program (LEAP), Mastering Motivation & Influence, What Drives You, and more. The Purpose of this Services Agreement (the "**Agreement**") is to clearly set out all the details of the Programs and to communicate expectations of what it will look to work together as trainer and student. We want to be clear and honest from the beginning that we are making no promises to you by offering these Programs and results may vary.

In exchange for purchasing any of our Programs, you agree to be bound to the following terms and conditions:

1. **Parties.** This Agreement is made between Uncommon Consulting, LLC. ("**Uncommon Consulting**," "**We**," "**Us**" and "**Our**") and you, the person agreeing to be bound by this Agreement by completing your purchase of our Services and/or Online Programs ("**You**" and "**Your**").
2. **Our Promise to You.** Uncommon Consulting will provide you with your purchased program (the "**Program**" or "**Programs**") the rules of which are outlined in Schedule "A" Program Requirements.
3. **No Guarantees.** It is important to us to be completely honest and upfront about our offering and your expectations. While we wholeheartedly believe in our courses and their potential to take your work and life to the next level, we make no guarantees regarding success. Uncommon Consulting and its employees, coaches, contractors, consultants, affiliates or volunteers cannot and do not guarantee any results in the participant's life or work as it relates to what is taught in any of the programs.
 - 3.1. You, the participant, are solely responsible for creating and implementing your own physical, mental, emotional and career well-being, decisions, choices, actions and results. As such, you agree that Uncommon Consulting and all people affiliated with the company are not and will not be liable for any actions or inactions, or for any direct or indirect result and decisions that you make in your personal life or career.
 - 3.2. Further, you understand that while Uncommon Consulting will do everything in its power to ensure we are able to provide you with the highest quality of services every day, there are some situations with third-party providers or other challenges on the internet which may be out of our control. As such, you understand that we make no guarantees regarding your ability to fully access and enjoy our offerings. In the event something breaks or doesn't work, you will have no remedy against us, but please know we will do everything possible to fix any mistakes or issues as they come up. We want you to succeed and always have your best interest at heart.
4. **What We Need.** Providing you with top quality educational courses has certain reciprocal requirements from you, the student (the "**Requirements**"). and we want to be 100% clear on our mutual expectations. We've described the Course Requirements in Schedule "A" Program Requirements. We expect that you will respect and honor the responsibilities outlined in your role as a participant, and provide to us any requirements that you are responsible for. If you don't, we will not be able to fulfill our promise and we have the right to terminate this Agreement and no refunds will be made.



5. **30 Day Money Back Guarantee.** You are eligible for a 30 day full money back guarantee. In order to qualify for it, you must cancel your enrollment or subscription by contacting Uncommon Consulting within 30 days from purchasing the Program.
 - 5.1. If you have not contacted Uncommon Consulting within your first 30 days in the Program, you will not be eligible for a money back guarantee or any refund. After 30 days, all payments will be full and final without any refund.
6. **Payment and Deposit.** In exchange for taking the Program or Programs, you will pay to Uncommon Consulting the Program Fee that you have agreed to pay through our checkout process. Regardless if you cancel midway through any program, all payments are final and must be paid in full.
7. **No Refunds + Final Payment.** All payments made to Uncommon Consulting are full and final. There will not be any refund for payments made, unless they fit under the guidelines below:
 - 7.1. After 30 days the refund policy expires and there will be NO REFUNDS. You hereby acknowledge under this Agreement that all future monthly payments remain due according to the payment schedule, if applicable, as per your selection of our products and services.
8. **Lifetime Access.** If any parts of your program have been advertised as granting you “Lifetime Access” to our materials, “Lifetime Access” means that as long as you are in good standing with Uncommon Consulting, you will be given Lifetime Access to all the benefits of our Programs as long as we continue to operate our business.
 - 8.1.1. However, please note that if Uncommon Consulting ceases operations or completely changes its business model or the services it offers, your Lifetime Access to our services will be revoked, chiefly because they will no longer exist.
 - 8.1.2. For example, as long as you are in good standing and fully paid for our Programs, you will be able to access our LinkedIn group. But, if for some reason LinkedIn ceases to exist or we no longer are running our business on that platform (for whatever reason), you will no longer have Lifetime Access.
 - 8.1.3. Please note that you will have a minimum of 12 months access to any product or service which you buy that comes with Lifetime Access.
9. **Confidentiality.** You must understand that all information that you and other participants share, both verbal or written, such as in an e-mail or share on the LinkedIn group, is strictly confidential. You agree not to use or disclose any confidential information (including but not limited to other participant information, company information and materials, market research, program structure, strategies, trade secrets, or any other information not generally available to the public) without written consent from us and/or the participant. You will not disclose other participants’ names as a reference without their written consent. If you are ever unsure if it’s okay to share information or talk about something happening in the Program, please refrain from doing so until you’ve asked us and received a written confirmation that it’s okay. **Basically, what is said, heard or read in the Program stays in the Program!**
10. **Intellectual Property Ownership.** All logos, trademarks, photo and/or video assets, training and/or teaching materials, and all other intellectual property that we provide or utilize in connection with the Programs and with Uncommon Consulting (the “**Intellectual Property**”) is the sole and exclusive property of Uncommon Consulting. Any use of the Intellectual Property by you is used under a revocable, non-exclusive license from Uncommon Consulting to you and in no way grants you any ownership to the Intellectual Property.
11. **Limitation of Liability, Indemnification, and Release.** Please read this section carefully. It’s important that you understand that we aren’t liable for the things that could go wrong in teaching the Courses and that there are no promises of success being made.
 - 11.1.1. **Limitation of Liability.** Uncommon Consulting’s total liability under this Agreement will not exceed the amounts paid or owing by you to Uncommon Consulting during the term of this Agreement. You



will be solely responsible for any and all liabilities, losses, claims, demands, costs and expenses that arise from taking the Programs.

11.1.2. **Indemnity.** You agree to indemnify Uncommon Consulting and any of its officers, directors, employees, contractors, agents and assigns (the “**Indemnified Parties**”) from any and all claims brought against any of the Indemnified Parties arising from this Agreement or the Programs provided by Uncommon Consulting.

11.2. **Media & Audio Release.** You agree to grant Uncommon Consulting the irrevocable right and permission to use, throughout the world and in perpetuity, images, video content, motion pictures, photographs, videotapes, recordings, audio recordings or any other record of the Program that you, any of your agents, or captured by us or a third party have created, for any purpose, including commercial use. You also release us from all claims that you may have in relation to the use of your image and any posts made by you in the ways mentioned above.

11.2.1. For example, if someone records a video at the Program or events which you happen to be in, we are allowed to use that video and your image on our own social accounts and to promote future Programs or events that we put on, whether or not those Courses are connected to you.

12. **Conflict Resolution.** We have faith that both parties will both fulfill all of the obligations outlined in this Agreement. However, we want to be prepared and ensure a mutual commitment to having open and honest communication. If a dispute arises out of, or in connection with this Agreement, that cannot be resolved by mutual discussions and consent, both parties agree to meet in person in good faith with an objective third party to act as the mediator for up to 30 days after notice is given. The mediator will be selected using a roster mediator, and pursue resolution through negotiation and mediation with the goal to avoid further legal recourse or litigation. All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process. If the dispute cannot be resolved after 30 days of mediation, and in the event of legal action, the prevailing party shall be entitled to recover all legal fees and court costs from the other party.

13. **General Terms. Jurisdiction.** This Agreement will be governed exclusively by the laws of the Commonwealth of Massachusetts. **Severability.** If any provision of this Agreement is invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior written or oral agreements. **Waiver of Breach.** The waiver by me of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. **Notice.** For the purpose of this Agreement, e-mail or text will suffice for written notice when required as set out above. **Headings.** The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Counterparts.** This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having you click “I Agree” or click a box which says you’ve read this Agreement and want to be bound by its terms, the effect of which will be the same as if we signed the Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement. **Opportunity to Read Terms + Conditions.** You understand that you were presented the opportunity to review this Agreement before completing your purchase. **Independent Legal Advice.** We encourage you to consult independent legal advice if you do not understand any aspect of this Agreement.



SCHEDULE “A” PROGRAM REQUIREMENTS

Thank you for purchasing a Program from our offerings.

OUR REQUIREMENTS FROM YOU:

This is what we need from you in order to make the Program a success.

NOTE: that your failure to abide by these requirements allows us, Uncommon Consulting to terminate the Agreement effective immediately. So, please read carefully:

Uncommon Consulting requires all participants to be respectful and professional to our team, location hosts, speakers, and other participants throughout the program at all times.

Uncommon Consulting reserves the right to remove the participant from any seminars or online groups immediately should they be deemed rude, uncooperative, or unprofessional in any way. In such cases, the participant’s tuition/fees will not be reimbursed under any circumstances, and they will not receive any of our advertised bonuses.

We require your acknowledgment and understanding that the Program is not meant to be used as a substitute for professional advice by legal, financial, mental, medical or other qualified professionals and you agree that you will seek independent professional guidance for such matters if needed.

REPERCUSSIONS FOR BREAKING RULES:

If you break any of the Program Requirements set out above, We will be able to terminate this Agreement immediately, you will be removed from the program immediately, you will not be reimbursed for any paid fees, and you will be responsible to pay the outstanding fees owing to Us.