

GROUP COACHING MEMBERSHIP AGREEMENT

This **GROUP COACHING MEMBERSHIP AGREEMENT** (“**Agreement**”) is entered into by and between Spofford Media Group LLC (“**Spofford Media**”) for the services of Eric Spofford (“**Eric Spofford**”), and you (“**You**”). Spofford Media, Eric, and any entity or trust in which they have a direct or indirect ownership or beneficial interest are the “**Spofford Parties**”.

Please read this Agreement carefully. By selecting that you accept the terms of this Agreement, you agree to be bound by all the terms, conditions, and covenants herein. If you do not agree to any term in this Agreement, you must not select the agree button.

YOU AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN THIS AGREEMENT TO RESOLVE ANY DISPUTES WITH THE SPOFFORD PARTIES.

1. Membership.

1.1 Activation. Your membership will activate once You complete the registration process and provide a valid payment method from which the first Monthly Fee (defined below) payment may be successfully withdrawn (an “**Active Membership**”). To use Your membership and receive the Services (defined below), You must have Internet access and a device capable of using video conferencing software. Spofford Media reserves the right to host any Group Coaching Session (defined below) using the video conferencing software of its choosing in its sole discretion. Spofford Media reserves the right to terminate Your Active Membership status, without notice and opportunity to cure, if You have breached or threatened to breach any term of this Agreement.

1.2 Membership Portal. With an Active Membership, You will receive access to the group coaching membership portal (the “**Portal**”). The Portal is where You will be able to update Your payment method, modify Your membership, access previously recorded Group Coaching Sessions (defined below), and access the members-only contact form.

2. Membership Services.

2.1 Scope. You will receive access to the virtual general group business coaching services of Eric Spofford, the scope of which You have reviewed prior to agreeing to the terms of this Agreement and which may be limited, amended, changed, canceled, or terminated by Spofford Media in its sole discretion (the “**Services**”). The Services do not include any financial, investment, legal, tax, or other advice for which a professional license, a specific degree, or specific certification is required.

2.2 Group Coaching Sessions. With an active membership, You will be permitted to access and participate in weekly one (1) hour virtual group general business coaching sessions (each, a “**Group Coaching Session**”) with Eric Spofford. Spofford Media shall furnish Eric Spofford for the Group Coaching Sessions to provide the Services, which will include answering questions You or other members participating in the Group Coaching Session ask

during such session or have submitted in advance. Spofford Media does not guarantee, represent, warrant, or covenant that any question You ask during the Group Coaching Session or submit in advance will be answered.

2.3 Scheduling. Each Group Coaching Session shall be scheduled at the dates and times determined by Spofford Media. Neither Spofford Media shall not have any obligation to schedule a Group Coaching Session for a date or at a time requested by You. Spofford Media shall have the right to reschedule any Group Coaching Session, as Spofford Media determines in its sole discretion, including to accommodate Eric Spofford's professional and personal schedules, without having any obligation to refund You the Monthly Fee in the event such scheduling change conflicts with Your ability to participate in a Group Coaching Session.

2.4 Invitations. You will receive an invitation via email to participate in each weekly virtual Group Coaching Session at least two (2) days prior to the Group Coaching Session and one (1) hour before the Group Coaching Session is scheduled to begin. You will be able to access the Group Coaching Sessions through the Portal.

3. Other Membership Benefits.

3.1 With an Active Membership, You will also receive the following additional membership benefits, which can be limited, amended, changed, canceled, or terminated by Spofford Media in its sole discretion:

3.1.1 You will be able to watch previously recorded Group Coaching Sessions; provided, however, Spofford Media does not guarantee that such previously recorded Group Coaching Sessions will remain accessible for any definite amount of time.

3.1.2 You will be added to Eric Spofford's "close friends list" on Instagram; provided, however, Spofford Media and Eric Spofford shall have the right to remove you from the close friends list on Instagram in his sole discretion.

3.1.3 You will be granted access to members only Facebook groups where You will have the ability to network with other members; provided, however, Spofford Media and Eric Spofford shall have the right to terminate your access to the members-only Facebook group in their sole discretion.

4. Automatic Renewal; Cancellation; Billing.

4.1 Automatic Renewal. This Agreement starts when You or Your authorized signatory accept the terms of this Agreement (the "**Effective Date**"). This Agreement continues and automatically renews monthly unless you terminate your membership (the "**Term**").

4.2 Cancellation. You can cancel Your membership at any time by accessing the Portal and following the instructions for cancellation. If you cancel your membership anytime after the Monthly Fee has been paid for a given month, you will maintain Active Membership status for the remainder of that month and will continue to have access to the Services until the

first of the next month. Once Your Active Membership expires, you no longer are permitted to receive the Services, participate in a Group Coaching Session, access the Portal, or to receive any of the additional membership benefits.

4.3 Monthly Fee. To maintain Active Membership status, You must pay the monthly membership fee of Nine Hundred Ninety-Nine U.S. Dollars (\$999.00) and associated monthly transaction fee of Thirty U.S. Dollars and 15/100 (\$30.15) (together, the “**Monthly Fee**”). Payment will be processed through a third-party payment processor of Spofford Media’s choosing at its sole discretion. When the Monthly Fee is withdrawn from your payment method will be based on when You attained Active Membership status.

4.4 Changes to the Monthly Fee. Spofford Media reserves the right to change the membership, adjust the Monthly Fee, or otherwise alter the price for the Services and additional membership benefits in any manner and at any time as Spofford Media determines in its sole discretion. Any change to the Monthly Fee will be communicated to You and take effect once such communication is delivered to Your email address on file.

4.5 No Refunds. The Monthly Fee is **nonrefundable**. There are no refunds or credits for Services or membership benefits that were not used.

5. **Representations and Warranties.**

5.1 Spofford Media’s Representations and Warranties. Spofford Media represents and warrants that it has the full right and authority to furnish the Services of Eric Spofford and to fulfill all other obligations of Spofford Media hereunder. NEITHER SPOFFORD MEDIA NOR ERIC SPOFFORD MAKE ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS RELATED TO THE QUALITY, EFFECTIVENESS, OR STANDARD OF CARE FOR THE SERVICES, THE RESULTS, OUTCOMES, ACHIEVEMENTS, OR RISKS ARISING FROM OR RELATED TO THE YOUR PARTICIPATION IN GROUP COACHING SESSIONS, OR USE OR RELIANCE ON THE SERVICES IN ANY MANNER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR COVENANTS HEREUNDER ARE DISCLAIMED.

5.2 Your Representations and Warranties. You represent and warrant that You (a) are at least 18 years of age or older or have your parent or legal guardian’s permission to have an Active Membership; (b) are domiciled in the United States; (c) You have, and at all times during the Term will maintain, full right, power and authority to execute this Agreement and to perform Your obligations; (d) this Agreement constitutes a valid, legal and binding obligation, enforceable in accordance with the terms hereof; (e) as of the Effective Date, there are no actions, suits or proceedings pending that are reasonably likely to adversely affect Your ability to meet and carry out Your obligations under this Agreement; (f) neither Your execution of this Agreement nor Your performance of Your obligations under this Agreement constitute a breach of any agreement to which You are a party, violates the rights of any third party, or violates laws, rules, regulations, or other restrictions applicable to Spofford Media, Eric Spofford, or You; and (g) You have read this Agreement in its entirety, You have given Your independent counsel the opportunity to review

this Agreement or declined to have such review occur, and You understand fully each and every one of the terms and conditions set forth in this Agreement.

6. Confidential Information.

6.1 Confidentiality. In connection with this Agreement, You acknowledge and agree that You will have learned, obtained, acquired and become aware of (collectively, “**acquire**”) information and items, and may in the future acquire information and items, relating to or concerning: (a) the Spofford Parties and their family, friends, associates, employees, officers, directors, members and trustees (collectively, the “**Related Parties**”); (b) private and confidential matters concerning the Spofford Parties or any Related Parties; (c) financial, business, medical, legal, personal and contractual matters of, or pertaining to, the Spofford Parties or any Related Parties; and (d) letters, memoranda, contracts, photographs, film or other documents, recordings or writings pertaining in any way to Spofford Parties or any Related Parties. Such information and items may be contained in written materials, in written or verbal communications, and/or in Your unwritten knowledge. You further acknowledge and agrees that all the information and items described above that You have acquired or that You acquire in connection with this Agreement are private and confidential and of great value to the Spofford Parties (collectively, the “**Confidential Information**”). You further acknowledge that maintaining the confidentiality of all such Confidential Information is critically important to the Spofford Parties. YOU AGREE AND PROMISE TO NEVER DISCLOSE ANY CONFIDENTIAL INFORMATION.

6.2 Scope. By way of further clarification, You agree and promise not (except as (a) as required by law, (b) as expressly required to perform the services required of you with respect to the Services, or (c) with the prior written consent, in each instance, of Eric Spofford) to disclose, either directly or indirectly, in any manner whatsoever, even in the course of casual conversations, either during or after the term of this Agreement, including, but not limited to, via social or professional networking websites, wikis, blogs, virtual worlds, personal websites, image-sharing websites, video-sharing websites, message boards, chat rooms, and discussion forums (“**Social Media**”), to any person or organization, including but not limited to, members of the press or media, members, present and former officers, employees, agents and representatives of the Spofford Parties or any of the Related Parties, and other members of the public, any Confidential Information concerning the business or affairs of any of the Spofford Parties or any other of the Related Parties. Further, You agree and promise not to disclose the terms and existence of this Agreement, except to the extent expressly required or permitted by law.

6.3 You agree that You will not (a) make any disparaging remarks about any of the Spofford Parties or any Related Parties, or do anything that may harm the reputation of the Spofford Parties or any Related Parties, (b) disclose any information concerning Your own personal relationship with any of the Spofford Parties, if any, (c) disclose the address, location or any other information relating to any of the Spofford Party’s personal residence, nor (d) photograph, tape, film, or record any of the Spofford Parties, their voices, activities, property (personal and real), and even if Eric Spofford’s written consent is given, You agree that any photographs, tapes, films, or recordings shall be for Your own private use and that You will not publish or otherwise disseminate or exploit, or authorize (directly or indirectly) the distribution, publication or other dissemination or exploitation of such photographs, tapes, films, or recordings

without Eric Spofford's further prior written consent in each instance. You acknowledge that if You have any question as to whether a particular piece of information is confidential, You are obligated to obtain the written consent of Eric Spofford prior to disclosing any such information.

6.4 Ownership. You acknowledge and agree that all Confidential Information shall be the Spofford Parties' exclusive property. You assign to the Spofford Parties all right, title and interest (tangible and intangible) in such Confidential Information. This assignment is irrevocable.

6.5 Equitable Relief. You recognize that the representations, warranties, and covenants that You have made herein are reasonable and necessary to protect the legitimate interests of the Spofford Parties and Your violation or threatened violation of such representations, warranties, or covenants will cause the Spofford Parties irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, You agree that any of the Spofford Parties shall have the right to seek an order restraining any breach or threatened breach of this Agreement and for any other relief the Spofford Parties deem appropriate, without the necessity of posting of any bond or security, and You shall not object to the availability of injunctive relief as a remedy under this Agreement. This right shall be in addition to any other remedy available to the Spofford Parties in law or equity.

7. Return of Spofford Parties' Property. As applicable, on termination of this Agreement, or at any time any when the Spofford Parties so request, You will deliver immediately to the Spofford Parties all property belonging to the Spofford Parties and all material containing or constituting Confidential Information, including any copies in Your possession or control, whether prepared by You or by others.

8. Non-Disparagement. During and after the Term of this Agreement, You shall refrain from, in any manner, directly or indirectly, all conduct, oral or otherwise, that disparages or damages or could disparage or damage the reputation, goodwill, or standing in the community of the Spofford Parties, their affiliates or any of their respective current or former employees, officers, directors, managers or members.

9. Nonsolicitation. You agree that, during the term of this Agreement and for a period of two (2) years following the termination of this Agreement, You will not directly or indirectly hire or solicit for employment any officer, employee or independent contractor of the Spofford Parties or induce any such person to terminate such person's employment or involvement with the Spofford Parties; provided, however, that the foregoing shall not prohibit general solicitations not specifically directed at or to the Spofford Parties or such officers, employees or independent contractors, and provided further that You shall not be restricted in hiring any such person who responds to any such general solicitation. You also agree not to solicit any of the Spofford Parties' customers or vendors.

10. Photo/Video Release.

10.1 You agree to be interviewed, photographed, recorded and videotaped by any of the Spofford Parties in connection with the Services provided hereunder.

10.2 You hereby irrevocably authorize the Spofford Parties to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, commercialize, and permit others to use, (a) Your name, signature, image, likeness, expressions, voice, and (b) all photographs, recordings, videotapes, audiovisual materials, writings, statements, and quotations of or by You (collectively, the “**Materials**”), in any manner, medium, form, or format whatsoever now or hereinafter created, including books and documentaries created by any of the Spofford Parties, on the Internet or on social networking sites, and for any purpose, including, but not limited to, advertising, marketing, promotion of any of the Spofford Parties or their services, without further consent from or payment to You, and You waive any right to inspect or approve the Materials.

10.3 It is understood that all of the Materials are the sole property of the Spofford Parties. You shall not contest the rights or authority granted to the Spofford Parties hereunder. You understand that You will not receive any compensation of any kind in connection with use of the Materials. You hereby forever release, waive, discharge, and covenant not to sue any of the Spofford Parties from and for any damages, injuries, losses, liability, claims, causes of action, litigation, or demands whatsoever arising by reason of defamation, invasion of privacy, right of publicity, copyright infringement, or any other personal or property rights from or related to any use of the Materials. You acknowledge and agree that the Spofford Parties shall have no obligation to use You in the Materials.

11. Choice of Law; Dispute Resolution; Waiver of Jury Trial and Class Actions.

11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, without regard to its choice of law principles. Any claim, controversy or dispute arising out of or relating to this Agreement, including an actual or alleged breach thereof, (“**Dispute**”) shall first be submitted to the American Arbitration Association (“**AAA**”) for mediation, and if the matter is not resolved through mediation, then it shall be submitted to arbitration under the applicable Rules of the AAA for final and binding arbitration. Judgment upon the award rendered in the arbitration proceeding may be entered in any court having jurisdiction thereof. Either party may commence mediation by providing to the AAA and to the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties will cooperate with the AAA and with one another in selecting a mediator from the AAA panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs, which costs will not include costs incurred by a party for representation by counsel at the mediation. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any AAA employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the Dispute submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The mediation

may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case.

11.2 Arbitration shall proceed only on an individual basis. The parties waive all rights to have their Disputes heard or decided by a jury or in a bench trial and the right to pursue any class or collective claims against each other in court, arbitration, or any other proceeding. Each party shall only submit their own individual claims against the other and will not seek to represent the interests of any other person. The arbitrator shall have no jurisdiction or authority to compel any class or collective claim, or to consolidate different arbitration proceedings with or join any other party to an arbitration between the parties. The arbitrator, not any court, shall have exclusive authority to resolve any dispute relating to the enforceability or formation of this Agreement and the arbitrability of any Dispute between the parties, except for any dispute relating to the enforceability or scope of the class and collective action waiver, which shall be determined by a court of competent jurisdiction.

11.3 The mediation and arbitration shall be held at a location in Manchester, New Hampshire. Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration proceeding hereunder without the prior written consent of both parties.

11.4 EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.5 EACH PARTY FURTHER AGREES THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless agreed in writing otherwise, the arbitrator may not consolidate more than one person's claims with Your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

12. Limitation on Liability.

12.1 IN NO EVENT SHALL THE SPOFFORD PARTIES BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PAYMENT FOR LOST BUSINESS, FUTURE PROFITS, LOSS OF GOODWILL, REIMBURSEMENT FOR

EXPENDITURES, OR INVESTMENTS MADE OR COMMITMENTS ENTERED INTO, WHETHER FORESEEABLE OR NOT.

12.2 IN NO EVENT SHALL ANY PROJECTIONS OR FORECASTS BY ANY OF THE SPOFFORD PARTIES BE BINDING AS COMMITMENTS OR PROMISES OR CONSTITUTE REPRESENTATIONS, WARRANTIES, OR COVENANTS HEREUNDER, ALL OF WHICH ARE DISCLAIMED.

13. Notices. Any consent, notice, or report required or permitted to be given or made under this Agreement by one of the parties to the other party will be in writing and will be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile, email or other means of electronic transmission when sent if sent by during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Such consent, notice, or report will be addressed to such other party at its address indicated below, or to such other address as the addressee will have last furnished in writing to the addressor.

If to any of the Spofford Parties:

Spofford Enterprises, LLC
P.O. Box 1563
Salem, NH 03079
Attn: Michael Strauss, Esq., General Counsel
Email: michael@spoffordenterprises.com

with copy to:

Laurie Boudreau, Chief of Staff
Email: laurie@spoffordenterprises.com

If to the You, then the physical and email addresses associated with your Active Membership.

14. Waiver. The failure of a party to exercise any of the rights granted to such party upon the occurrence of any of the contingencies set forth in this Agreement or its failure to insist upon strict adherence to any term or condition of this Agreement on any one occasion shall not be construed a waiver or deprive that party of the right thereafter to insist upon strict adherence to that or any of the other terms and conditions of this Agreement at any time.

15. Paragraph Headings. Paragraph headings are for reference purposes only and are not intended to and shall not create substantive rights or obligations or be used to interpret meaning.

16. Survival of Terms. The warranties, representations, and other remedies afforded to each party to this Agreement and any other terms which must survive to give effect to their meaning, shall survive the termination and/or expiration of this Agreement.

17. Enforceability of Terms. If any provision of this Agreement is invalid or unenforceable, that provision shall be deemed stricken from this Agreement and the balance of this Agreement shall remain in effect unless the provision stricken is of the essence of this Agreement, and if any provision is inapplicable to any particular circumstance, it shall nevertheless remain applicable to all other circumstances.

18. Entire Agreement. These terms and conditions of this Agreement constitute the entire understanding with respect to the subject matter of this Agreement and supersede all prior or inconsistent agreements, oral or otherwise. No waiver, modification, or amendment to this Agreement shall be valid unless in writing and signed by Eric Spofford. Email or other electronic communications shall not constitute a signed writing for waiver, modification, or amendment purposes hereunder.