



STAGE ACCELERATOR

Terms of Service



STAGE ACCELERATOR SERVICES AGREEMENT

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Consulting & Professional Services Agreement (Unexecuted Copy)

This Consulting and Professional Services Agreement (this “**Agreement**”), dated as of [Document.CreatedDate] (the “**Effective Date**”), is by and between Thought-Leader LLC, a Wyoming limited liability company, located at 5830 E. 2nd St. Suite 8, Casper, Wyoming 82609 (the “**Company**”) and [Client.FirstName] [Client.LastName], an individual residing in the state of clients individual residing state (the “**Client**”). In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

COMPANY

Thought-Leader LLC, a Wyoming limited liability company

By: Taylor Conroy

Name: Taylor Conroy

Title: President of Thought-Leader LLC

Date: [Document.CreatedDate]

CLIENT

By:

Name:

Client residing state:

Title: Client

Date:

State

1. Services. Company agrees to provide to Client the selected package services as specifically set out in Attachment A (the “**Services**”), in accordance with this Agreement.

2. Fees and Expenses. In consideration of the provision of the Services by Company, and prior to the Services being performed hereunder, Client shall pay to Company the amounts set forth in Attachment A (the “**Fee**”) according to the payment schedule in Attachment A. Client is responsible for all applicable sales, use, and similar taxes on payments under this Agreement.

3. Cancellation. Client may cancel this Agreement for a refund (minus a 5% cancellation fee) within three business days after the Effective Date by contacting Company in writing at accounting@leadr.co. After this period, all sales are final. Refunds will be issued within ten business days of cancellation. Cancellation must be processed over the phone or video call with Client's enrollment advisor for quality assurance and data collection.

4. Client's Obligations; Representations. Client agrees to: (a) cooperate with Company as reasonably requested; (b) provide timely responses, information, and materials needed for the Services; (c) ensure all provided information is accurate; and (d) complete all client obligations, responsibilities and actions listed in Attachment A. Company is not responsible for delays or failures caused by Client's acts or omission. Client represents and warrants that Client has full power and authority to enter into this Agreement and perform its obligations hereunder and the execution and performance of this Agreement by Client does not and will not (a) violate any applicable law, rule, or regulation; (b) conflict with, result in a breach of, or constitute a default under any contract, agreement, or other instrument to which Client is a party; and (c) Client's execution of this Agreement does not and will not obligate Company to pay any fee, commission, or other compensation to any broker, finder, agent, or other third party.

5. Intellectual Property; Right of Publicity.

5.1 Services and Deliverables. Company shall own all intellectual property rights (collectively, "**Intellectual Property Rights**") in all documents, training materials, work product, and other materials delivered to Client or prepared by Company in performing the Services (collectively, the "**Deliverables**"), excluding Client's Confidential Information. Upon payment of the Fee, Company grants Client a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Deliverables in the United States solely for Client's internal training purposes and to develop its own presentation materials. Client may not use the Deliverables, Services, or Company's Intellectual Property Rights in any Client content, presentations, or materials, or for any competing purposes. Client shall not disclose or grant access to the Deliverables, Services, or related materials to any third party. Client acknowledges that all right, title, and interest in the Deliverables and Services remain with Company. Client hereby assigns to Company any rights in the Deliverables or Services acquired by operation of law or otherwise, and agrees not to challenge Company's Intellectual Property Rights therein. All Services, Deliverables, and related Intellectual Property Rights constitute Company's Confidential Information.

5.2 Rights of Publicity; Waiver and Release. Client hereby grants Company an irrevocable, perpetual, worldwide, royalty-free license to use Client's name, image, likeness, appearance, and voice ("**NIL**") in any media, whether now known or hereafter devised, for marketing, publicity, or promotion of Company or the Services. Company has no obligation to use any NIL, and Client has no right to review or approve any such use. To the fullest extent permitted by applicable law, Client irrevocably waives and releases any and all claims, demands, actions, damages, and expenses of any kind, whether now known or hereafter arising, in any jurisdiction throughout the world (collectively, "**NIL Claims**"), arising directly or indirectly from Company's exercise of their rights under this Section, including claims resulting from negligence. Client covenants not to bring any NIL Claims against the Company or its agents, employees, or representatives and forever releases them from any liability thereunder.

6. Confidentiality. During the Term, either party (the “**Disclosing Party**”) may disclose non-public, proprietary, or confidential information to the other party (the “**Receiving Party**”), whether or not marked as confidential (“**Confidential Information**”). Confidential Information excludes information that: (a) becomes publicly available other than through the Receiving Party’s breach; (b) is received from a third party not bound by confidentiality obligations; (c) was already in the Receiving Party’s possession; or (d) is independently developed without use of any Confidential Information. The Receiving Party shall: (x) protect Confidential Information with at least the same degree of care it uses for its own confidential information, but no less than commercially reasonable care; (y) use Confidential Information solely to exercise its rights or perform its obligations under this Agreement; and (z) disclose Confidential Information only to its affiliates, employees, agents, attorneys, accountants, and financial advisors who need access to perform obligations under this Agreement. If legally compelled to disclose Confidential Information, the Receiving Party shall use commercially reasonable efforts to notify the Disclosing Party in advance to allow Disclosing Party to seek a protective order at its own expense. All Services, Deliverables, and related Intellectual Property rights are Company’s Confidential Information.

7. Term; Termination. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated pursuant to this Section, or unless otherwise stated in Attachment A (the “**Term**”). Either party may terminate if the other party (i) materially breaches and fails to cure within 30 days, (ii) becomes insolvent, or (iii) undergoes bankruptcy proceedings. Notwithstanding anything to the contrary in this section, Company may terminate this Agreement before the expiration date of the Term on written notice if Client fails to pay any amount when due hereunder.

8. Independent Contractor. The Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9. Limited Warranty; Disclaimer of Warranties. Company makes no guarantees or warranties except as expressly provided in this Section. The Services and Deliverables are provided for informational purposes only and are provided “AS IS” and “AS AVAILABLE.” In the event any particular services or materials under the Services are no longer available or offered by Company after the Effective Date, Company reserves the right to discontinue such services and replace them with comparable services, at its sole discretion. Company’s sole and exclusive liability and Client’s sole and exclusive remedy for breach of the limited warranty set out in this Section shall be reperformance of the affected services, (or a refund as applicable and indicated in this Section). If Company cannot reperform the services in compliance with the warranty set forth above within a reasonable time (but no more than thirty (30) days) after Client’s written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with this Agreement. Company shall within thirty (30) days after the effective date of such termination, refund to Client a portion of the Fees previously paid by Client as of the date of termination corresponding to the defective Services. The Services are provided by Company to Client for general public speaking training and informational services and are not dependent or contingent on any one program,

venue or any particular speaking engagement or related opportunities. In the event Client intends to participate in any one event, program, or venue and is not selected, or the event, venue, or program is cancelled, shut down, or dissolved, Company shall not be held responsible or liable for such, nor any losses, damages, costs, expenses, or liabilities therefrom or related thereto, and no refunds will be provided. EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION, COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES OR DELIVERABLES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

10. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID OR PAYABLE TO COMPANY BY CLIENT PURSUANT TO THIS AGREEMENT.

11. Class Action Waiver. **REGARDLESS OF THE FORUM, CLIENT AND LEADR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

12. Indemnification. Client shall indemnify and hold harmless Company, and at Company's election defend Company, against any and all losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees arising from any third-party claim resulting from (i) Client's material breach of this Agreement; or (ii) any intellectual property, privacy, or publicity claims relating to Client's materials developed after using the Services. Client may not settle any claim in a manner that adversely affects Company's rights without prior written consent, not to be unreasonably withheld. Failure to comply with this Section does not relieve Client's obligations except to the extent of material prejudice. No indemnification is required to the extent a claim arises from Company's (i) gross negligence, recklessness, or willful misconduct; or (ii) fraud or bad faith breach of this Agreement.

13. Terms of Services and Privacy Policy; Order of Precedence. This Agreement hereby incorporates by this reference the Company Terms of Service ("**Terms**"), located at <https://leadr.co/terms-of-service/>, and Company Privacy Policy, located at <https://leadr.co/privacy-policy/> ("**Privacy Policy**"). In the event of any conflict between this Agreement, the Terms, and the Privacy Policy, the order of precedence is as follows: (i) the Privacy Policy; (ii) Attached A of this Agreement; (iii) this Agreement; and (iv) the Terms. **By signing this Agreement, Client agrees**

that it has read, acknowledges and agrees to abide by the Terms and the Privacy Policy, and all terms and conditions therein.

14. General. Each party shall, upon reasonable request, execute such documents and take such actions as reasonably necessary to effectuate this Agreement. All notices must be in writing and delivered personally, by certified mail (return receipt requested), email (with confirmation), or overnight courier to the addresses above or as otherwise designated in writing. This Agreement is governed by Wyoming law without regard to conflicts of law principles. Each party irrevocably submits to the exclusive jurisdiction of the federal and state courts in Cheyenne, WY, waives any venue or forum non conveniens objection, waives the right to jury trial, and consents to service of process as permitted by Wyoming law. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements regarding its subject matter. Amendments and waivers must be in writing and signed by the party to be charged. If any provision is held invalid or unenforceable, the remaining provisions remain in full force and effect. No failure or delay in exercising any right constitutes a waiver, and no partial exercise precludes further exercise. All remedies are cumulative; provided, however, that the remedy in Section 9 (Limited Warranty) is Client's exclusive remedy for breach of that warranty. Neither party may assign this Agreement without the other's prior written consent. Any unauthorized assignment is void. Company may subcontract the Services. This Agreement binds and benefits the parties and their permitted successors and assigns. There are no third-party beneficiaries. This Agreement may be executed in counterparts.

15. Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement (except for Client's payment obligations) when such failure or delay results from causes beyond that party's reasonable control ("**Force Majeure Event**"), including: (a) acts of God, natural disasters, or severe weather; (b) war, terrorism, riots, or civil unrest; (c) government actions, orders, embargoes, or national emergencies; (d) epidemics or pandemics; (e) labor disputes or stoppages; (f) utility or telecommunications failures; or (g) inability to obtain necessary materials or supplies, or third party event cancellations. The affected party shall notify the other party within seven (7) business days of a Force Majeure Event and shall use diligent efforts to mitigate its effects and resume performance as soon as reasonably practicable. If such failure or delay continues for ninety (90) consecutive days, either party may terminate this Agreement upon thirty (30) days' written notice.

CLIENT ACKNOWLEDGES AND AGREES THAT BY SIGNING THIS AGREEMENT, CLIENT WILL BE RESPONSIBLE FOR PAYING THE TOTAL FEES WHEN DUE AND AS AGREED UPON. CLIENT ALSO ACKNOWLEDGES AND AGREES THAT ALL PAYMENTS ARE NON-REFUNDABLE. CLIENT AGREES THAT THE COMPANY WILL AUTO-CHARGE THE CARD ON FILE ON AGREED-UPON PAYMENT DATES. CLIENT GIVES COMPANY THE RIGHT TO CHARGE CREDIT CARD ON FILE IN SMALLER INCREMENTS OF BALANCE OWED AS NEEDED IN ORDER TO COLLECT PAST DUE PAYMENTS.

CLIENT ACKNOWLEDGES THAT: (1) BEFORE SIGNING THIS CONTRACT, CLIENT RECEIVED A LEGIBLE, COMPLETE COPY AND READ EACH PAGE AND (2) NO EARNINGS CLAIMS HAVE BEEN MADE TO SUGGEST YOU WOULD EARN A CERTAIN AMOUNT OF MONEY BY UTILIZING THIS PROGRAM.

NO ORAL MODIFICATION: ANY AGREEMENT WE, THE COMPANY AND YOU THE CLIENT HAVE REACHED COVERING MATTERS REGARDING THIS AGREEMENT ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Initials

Initials

Initials

Full Legal Name

Full Legal Name

Select date

We Are
LEADR

We Empower
THOUGHT-LEADERS

To Change The World With Their Message



At Thought-Leader, our mission is to find the world's "Hidden Gems" - the people out there with a **message and mission** that could change the world forever...

...If they had the platform and tools to spread it.

We go out into the world and we find the leaders who want it the most...and then we empower them to become the Thought-Leaders they were always meant to be.

So, the question is, are you ready to be the THOUGHT-LEADER you were always meant to be?