

TERMS OF USE

NEW REACH Agexa, LLC

Updated as of: February 26, 2026

New Reach 12, LLC, an Arizona limited liability company, with a principal office located at 1050 W Washington, STE 133, Tempe, AZ 85288 ("we", "us", "our" or "NR") provides you access to services including live in-person events, virtual events, and support services (the "Services"), additionally any web portal and any online communities (the "Site") subject to the terms and conditions described in this document (these "Terms of Use") and any other guidelines, rules or licenses posted in connection with the Services.

Our Services are offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using our Services, you represent and warrant that you are of legal age to form a binding contract with NR, meet all of the foregoing eligibility requirements, and that your use or access to the Services will be in compliance with these Terms of Use and all applicable laws, rules and regulations. If you do not meet all of these requirements, you must not access or use the Services.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE NR THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY "CLASS ACTION WAIVER" "ARBITRATION" AND "JURY TRIAL WAIVER" BELOW FOR DETAILS REGARDING ARBITRATION.

YOUR ACCEPTANCE OF THESE TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU START TO USE THE SERVICES. BY USING OR ACCESSING THE SERVICES OR OTHERWISE INDICATING YOUR ACCEPTANCE, INCLUDING WITHOUT LIMITATION, BY CLICKING "I ACCEPT," OR REGISTERING FOR A USER ACCOUNT (AS DEFINED HEREIN) WITH NR, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND OUR PRIVACY POLICY, INCORPORATED HEREIN BY REFERENCE, whether you are: (i) a "Visitor" (you simply browse the Site, including, without limitation, through a mobile or other wireless device, or otherwise use the Site without being a paid registered subscriber), or (ii) a "Subscriber" (meaning that you have registered with NR for a User ID and User Password (defined below), and have enrolled in and paid for access to services and/or content provided by NR (collectively with Visitor, "User" or "you").

WITHOUT LIMITATION TO ANY OF THE FOREGOING, IF YOU DO NOT AGREE TO ANY OTHER PROVISIONS OF THESE TERMS OF USE OR ANY SECTION THEREOF, THEN YOU MAY NOT ACCESS OR USE THE SERVICES. NR'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON (1) YOUR ASSENT TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE, AND (2) YOUR PRE-PAYMENT OF THE APPLICABLE FEES.

By accessing or using the Services, you represent and warrant that: (a) you have the legal capacity and authority to enter into these Terms of Use and to perform your obligations hereunder; (b) if you are accepting

these Terms of Use on behalf of a company or other legal entity, you have the authority to bind such entity to these Terms of Use; (c) all information you provide to NR in connection with your registration and use of the Services is true, accurate, current, and complete; (d) you will maintain and promptly update such information to keep it true, accurate, current, and complete; (e) your use of the Services will comply with all applicable federal, state, local, and international laws, rules, and regulations; and (f) you will not use the Services for any purpose that is unlawful or prohibited by these Terms of Use. Any breach of these representations and warranties shall constitute a material breach of these Terms of Use and may result in immediate termination of your access to the Services.

CHANGES TO THESE TERMS OF USE AND SERVICES

THESE TERMS OF USE MAY BE MODIFIED OR AMENDED BY NR IN ITS SOLE AND ABSOLUTE DISCRETION AT ANY TIME. If any material modifications or changes are made, and you have registered to use the Services, we will provide you notice. If you do not accept such changes your use and/or access to the Services will be terminated. Any change or modification to these Terms of Use will be effective immediately upon posting by NR on the Site. Continued use of the Service thereafter shall be deemed consent to and acceptance of these Terms of Use as revised. If you do not agree to any change(s) your sole remedy is to cease using and accessing the Service. YOU AGREE TO REGULARLY CHECK THE SERVICE TO VIEW THE THEN-CURRENT TERMS OF USE.

NR may make modifications to the Services or particular components of the Services, including the alteration, modification, or rearrangement of the schedule of topic for any training, event, and/or web services, and will use reasonable efforts to notify users of any material modifications, as determined in its sole discretion. Nothing in these Terms of Use shall be construed to obligate NR to maintain and support the Services or any part or portion thereof, during the term of these Terms of Use.

We may update the Content (as defined herein) on the Services from time to time, but its Content is not necessarily complete or up-to-date. Any material on the Services may be out of date at any given time, and we are under no obligation to update such material.

USER ACCOUNTS AND USER REGISTRATION

While any Visitor can view the Site, in order to use the Site and take part in any virtual or online activities, you must select a login identification ("User ID") and a user password ("User Password") that is unique and entirely different from your User ID (collectively, a "User Account"). You acknowledge that your User Account is personal to you and agree not to provide any other person with access to the Services or portions of it using your User ID, User Password, or other security information. We will treat all actions through your User Account as if conducted by you, whether or not you had knowledge of the unauthorized use of your User Account. You agree to notify us immediately of any unauthorized access to or use of your User ID or User Password or any other breach of security. You also agree to ensure that you exit from your User Account at the end of each session. You should use particular caution when accessing your User Account from a public or shared computer or device so that others are not able to view or record your User Password or other personal information.

In setting up your User Account, you may be prompted or required to enter additional information, including but not limited to your name and email address. Additional information may be required to confirm your identity. You understand and agree that all information provided by you is accurate,

current, and complete and that you will maintain and update your information to keep it accurate, current, and complete.

We have the right to disable any User ID, User Password, or other identifier, and your use or access of the Services or enrollment in our offered education and related sessions and trainings (“Online Courses”), at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

In addition to the registration process, as part of your use of the Services, we may obtain certain information about you and your performance in the Online Courses. Some of this information may be personally identifiable information. We may use, maintain, and store this information with third parties in conjunction with such Services. For example, as further detailed in our Privacy Policy, we may share certain materials or information about you with third parties, including without limiting, your grades/scores in our classes.

NR uses third-party analytics services to help understand your usage of the Services. In particular, NR provides a limited amount of your information (such as your email address and sign-up date) to (each a “Third Party Analytics”) and utilizes Third Party Analytics to collect data for analytics purposes when you visit our Site or use our Services. Third Party Analytics analyzes your use of our website and/or product and tracks our relationship so that NR can improve our Service to you. We may also use Third Party Analytics as a medium for communications, either through email, or through messages within our product(s). As part of our service agreements, Third Party Analytics may collect and aggregate publicly available contact and social information that may be related to you, such as your email address, gender, company, job title, photos, website URLs, social network handles and physical addresses, to enhance your user experience with us.

Our Privacy Policy further explains how we treat information collected and received from you when you use the Online Courses or other Services.

By registering for a User Account, you expressly agree that:

- You are registered only once and will not share your login information with any other person regardless of affiliation.
- If you are caught sharing login information, your account will be permanently terminated without notice and without a refund.

Non-Transferability of Account Ownership:

- The ownership of the account associated with this agreement is strictly non-transferable. The account holder agrees that they shall not, under any circumstances, transfer or assign their account ownership to any other individual.
- Any attempt to transfer or assign account ownership may result in the immediate termination of the account.
- The primary account holder shall be solely responsible for maintaining the confidentiality and security of their account credentials. Only the predetermined business partner, as specified and bound by a signed contract between the partner and the primary account holder, is permitted to obtain account credentials.

USER COMMUNICATIONS

You expressly indicate your consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Notices") that we provide in connection with your User Account and your use of the Services. Notices may include, without limitation, e-mail, in-app messages and in-website chat communications. In addition, Notices may include emails with promotional, marketing, and advertising information and recommendations that we believe may be of interest to you. If you do not wish to receive commercial emails, you may unsubscribe following the instructions on any email. We may still send you administrative and transactional Notices, however, such as, but not limited to, information about your User Account, confirmation of your registration for Online Courses, information related to your payment, information about your progress or other services that may be necessary to provide you with the Services.

USER CONDUCT POLICY

You may use the Service only for lawful purposes and in accordance with these Terms of Use. You agree not to: (a) reproduce, duplicate, copy, sell, resell, make derivatives of, sub-license, offer as a service bureau, or otherwise exploit for any commercial purposes any portion of the Services, other than as expressly allowed under these Terms of Use; (b) use NR and/or Agexa name, trademarks, service marks, or other materials in connection with, or to transmit, any unsolicited communications or emails; (c) use any high volume, automated, or electronic means to access the Services (including without limitation robots, spiders or scripts); (d) frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages; (e) falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to the use of pseudonym or misrepresenting your affiliation with a person or entity, past or present; (f) force headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted to NR members; (g) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; (h) use the Services for the purpose of exploiting, harming, or attempting to exploit or harm any other user; (i) make any statement or otherwise use the Services to make or distribute any communication that defames any other User or NR, or its Brand Visionaries, affiliates or representatives; (j) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm NR and/or Agexa, or users of the Services, or expose NR to liability; (k) use or access the Services, the Site, or Online Courses, or any their content or materials for the purpose of creating, enhancing, or providing a product or service that competes with our offerings.

You agree that you will not, directly or indirectly, make, publish, or communicate any disparaging, defamatory, or negative statements, remarks, or comments, whether written or oral, about NR, Agexa, the Services, or any of NR's officers, directors, employees, agents, Brand Visionaries, affiliates, representatives, products, services, business practices, or reputation (collectively, "Disparaging Statements"). This prohibition includes, but is not limited to, Disparaging Statements made on social media platforms, online review sites, blogs, forums, websites, in interviews, or to any third parties. You acknowledge and agree that: (a) this non-disparagement provision is a material term of these Terms of Use; (b) any breach of this provision may cause irreparable harm to NR for which monetary damages would be inadequate; (c) NR shall be entitled to seek injunctive or other equitable relief in addition to any other remedies available at law or in equity; and (d) NR may terminate your access to the Services immediately upon any breach of this provision. Nothing in this section shall prohibit you from: (i) making truthful statements as required by law or legal process; (ii) filing a complaint or charge

with, or participating in any investigation or proceeding conducted by, any governmental agency; or (iii) exercising any rights that cannot be waived as a matter of law.

USER CONTENT

The Services may contain interactive features (collectively, “Interactive Services”) that allow Users to post, submit, publish, chat with, display, or transmit to other Users (hereinafter, “post”) content or materials (collectively, “User Content”) on or through the Services. You acknowledge and agree that such Interactive Services (e.g., chat room services) may be monitored or recorded for quality control purposes and that the information or material provided as part of the Interactive Services is considered “Content” under these Terms of Use and is provided for educational purposes only.

All User Content must comply with applicable laws, rules and regulations, including without limitation, any NR rules or policies posted and laws relating to online conduct and the export of data. You agree and acknowledge that, as necessary for the Services, your User Content is intended and authorized to be shared with other Users. Any User Content you post to the Service will be considered non-confidential and non-proprietary.

By providing User Content to the Services, you grant to NR a worldwide, non-exclusive, royalty-free, sub-licensable (to multiple tiers), irrevocable, and transferable license to use that User Content (including to reproduce, distribute, prepare derivative works, display and perform it) for any purpose, including commercial purposes, in connection with the Services or NR’s business, including for the purpose of promoting and redistributing part or all of the Services, or future services or products.

You understand and acknowledge that you are solely responsible for any User Content you submit or contribute, and you, not NR, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other User of the Services. You represent and warrant prior to posting any User Content that: (a) you have all necessary rights, licenses, clearances and or approvals to provide the licenses granted herein and to post the User Content; (b) the User Content is accurate and reasonably complete; (c) as between you and NR, you shall be responsible for the payment of any third party fees related to the provision and use of such User Content, and (d) such User Content does not and will not infringe or misappropriate any third party rights or constitute a fraudulent statement or misrepresentation or unfair business practices.

NR may, but has no obligation to, review the User Content to determine accuracy or its compliance with these Terms of Use and each User who posts User Content shall be solely responsible for any damages resulting therefrom.

We have the right to: (a) remove or refuse to post any User Content for any or no reason in our sole discretion; (b) take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates these Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public, or could create liability for us; (c) to the extent not a minor under the age of 18, disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; and (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.

In addition, you may not post, upload, transmit to, or otherwise make available through the Services, including any Interactive Services any content, communications, or other information (collectively, “Unauthorized Content”):

- that is obscene, fraudulent, indecent, or libelous or that defames, abuses, harasses, discriminates against or threatens others;
- that is trade libelous, threatening, harassing, impersonates or intimidates any person (including our staff or other Users), or falsely states or otherwise misrepresent your affiliation with any person, through for example, the use of similar email address, nicknames, or creation of false account(s) or any other method or device;
- that interferes with a User’s business or services;
- that takes any action that may undermine online reviews or feedback;
- that is an offer to sell, marketing materials, advertising, or any other information related to business consulting, coaching, and/or community;
- that contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other disabling devices, or other harmful components intended to or that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned, or disclosed as part of employment relationships, or under nondisclosure agreements);
- that consists of any high volume, automated, or electronic means to access the Site (including without limitation robots, spiders or scripts);
- that infringes the copyright, patent, trademark, trade secret, right of publicity, or other intellectual property or proprietary right of any third party;
- that violates the rights of other Users of the Site; or
- that violates any applicable local, state, national, or international law or otherwise advocates, or encourages any illegal activity.

You agree and acknowledge that failure to follow these terms could result in legal action where a third party alleges that damages were caused by your User Content. You agree to defend, indemnify, and hold harmless NR, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these terms.

INTELLECTUAL PROPERTY RIGHTS

The Services and its entire contents, features, and functionality (including but not limited to all information whether online, in-person, or recorded: online lectures, speeches, video lessons, quizzes, presentation materials, homework assignments, programming assignments, programs, software, code, and other images, text, layouts, arrangements, displays, illustrations, documents, materials, audio and video clips, HTML and files and the design, selection, and arrangement thereof (collectively, the “Content”) are owned by NR, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Services solely as set forth herein. You must not: (i) reproduce, distribute, translate, adapt, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Service, or otherwise access the source code of the Services, provided Users are permitted to maintain a copy for personal use for purposes of your engagement with the Services; (ii) use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text outside the permitted use for your engagement with the Service; (iii) delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or any features or functionality of the Service, to any third party for any reason, including by making the Services available on a network where it is capable of being accessed by more than one device at any time; or (v) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Services.

You must not access or use for any commercial purposes any part of the Services or any other services or materials available through the Services. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Service in breach of these Terms of Use, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by NR. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Our name, logo, and all related names, logos, product and service names, designs, and slogans ("Marks") are trademarks of NR or our affiliates or licensors. You must not use such Marks without the prior written permission of NR. All other names, logos, product and service names, designs, and slogans displayed on the Services are the trademarks of their respective owners.

NR and/or its affiliates and licensors reserve all rights not expressly granted herein to the Services, Content, and Marks.

FROM TIME TO TIME, NR MAY INCLUDE SOFTWARE, CODE, INSTRUCTIONS, OR OTHER SUCH INFORMATION IN THE CONTENT OR MATERIALS FOR THE SERVICES; ANY SUCH INFORMATION IS PROVIDED ON AN "AS-IS" BASIS FOR INSTRUCTIONAL PURPOSES ONLY AND IS SUBJECT TO THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION, THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES SECTIONS BELOW.

If you send or transmit any communications or materials to NR by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), we are free to use such Feedback without any other action or limitation between the parties governing such Feedback.

In addition to the licenses granted under the User Content section of these Terms of Use, you hereby grant NR a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, non-exclusive, sublicensable (through multiple tiers), and transferable right and license to use, reproduce, display, distribute, and create derivative works of your name, likeness, image, voice, biographical information, testimonials, reviews, feedback, success stories, and any other materials you provide or that NR creates based on your participation in the Services (collectively, "Promotional Materials") for any purpose, including without limitation, advertising, marketing, promotion, and publicity purposes, in any media now known or hereafter developed, without further notice, consent, or compensation to you. You waive any right

to inspect or approve any Promotional Materials or the use thereof. You acknowledge that NR may edit, modify, or alter the Promotional Materials in its sole discretion. You release NR from any claims relating to the use of your Promotional Materials, including but not limited to claims for invasion of privacy, violation of right of publicity, defamation, or any other claim arising from such use. If you do not wish to have your testimonials, success stories, or likeness used for promotional purposes, you must provide written notice to NR at ownersclub@squadupsummit.com, and NR will use commercially reasonable efforts to cease such use within a reasonable time; provided, however, that NR shall have no obligation to remove or recall any materials that have already been published or distributed.

LICENSE TO SERVICES

Subject to your compliance with these Terms of Use, NR hereby grants you a freely revocable, worldwide, non-exclusive, non-transferable, non-sub-licensable limited right and license to: (a) access, internally use and display your purchased Services, including the Content, at your location solely as necessary to participate in the Online Courses as permitted hereunder, and (b) to download and utilize the Educational Content (as defined below) for your personal internal use only. You must abide by all copyright notices or restrictions contained on the Site or the Content. You may not delete any attributions, legal or proprietary notices on the Site or the Content. As used herein, "Educational Content" means the educational materials made available to you through the Online Courses, including such online lectures, speeches, video lessons, quizzes, presentation materials, and other educational materials and tools.

PAYMENT TERMS

You agree to pay all charges to your account, including any applicable taxes, at the rates in effect when the charges are incurred, whether on a one time or subscription basis. Unless stated otherwise in writing by NR, all fees are non-refundable. We may change the fees and charges then in effect, or add new fees or charges, by giving Users advance written notice. You must provide valid credit card information and such information must be kept current while receiving Services or other products of NR. NR does not store credit card numbers or maintain them on file but instead uses secure credit card payment service providers to maintain card numbers and process payments. You hereby consent to the use and storage of your financial information by such a third party processor. You agree not to perform any chargebacks with your credit card company without first providing NR an opportunity to address any billing issue, customer service issue, or other concern you have related to your account. When you register for our Services, at the discretion of NR, the payment for the Services may be made as a one-time payment, or amortized over the Services subscription term as agreed to by the parties in writing. You agree to pay the entirety of the subscription amount, including all monthly payments thereunder, whether or not such Service is terminated or suspended. Failure to pay when any amount is due will result in a default interest rate of the lesser of 1.5% or the highest percent permitted under applicable law. Should such non-payment continue for a period of 30 days, we reserve the right to engage a collections agency. You are responsible for all fees associated with the collection of any default payment, including all attorneys and collection agency fees, and interest thereon. Failure to pay any due balance on your account will result in immediate suspension of your account and you will not be able to access the training programs. If your account is suspended or terminated for non-payment, you will not be able to access the materials.

DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES.

YOUR USE OF THE SERVICES, ITS CONTENT, AND ANY ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICE, ITS CONTENT, AND ANY ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT AND FITNESS FOR PARTICULAR PURPOSE. NEITHER NR NOR ANY PERSON ASSOCIATED WITH NR MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICE.

WITHOUT LIMITING THE FOREGOING, NEITHER NR NOR ANYONE ASSOCIATED WITH NR REPRESENTS OR WARRANTS THAT THE SERVICES, ITS CONTENT, OR ANY ITEMS OBTAINED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ANY ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS, OR THAT DEFECT IN OR ON THE SITE OR CONTENT WILL BE CORRECTED. YOU ASSUME ALL RISK OF INJURY, INCLUDING DEATH AND DAMAGE TO PERSONAL PROPERTY OR LOST DATA, SUSTAINED FROM USE OF THE SERVICES AND ITS CONTENT.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, IN NO EVENT WILL NR, ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ASSIGNEES, AGENTS AND SUPPLIERS (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF: (I) THE AMOUNT YOU HAVE ACTUALLY PAID TO NR FOR THE APPLICABLE SERVICE IN THE LAST SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENTS FIRST GIVING RISE TO A CLAIM, OR (II) TEN DOLLARS (\$10).

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER-INCIDENT (I.E., THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

IN NO EVENT SHALL NR, ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ASSIGNEES, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOST REVENUE, LOST PROFITS, DAMAGES OR LIABILITY BASED ON YOUR REVENUE, OR LOST OR DAMAGED DATA, OR DAMAGES OR LIABILITY BASED ON THE AMOUNT OR DURATION OF USE OF A PRODUCT AND/OR SERVICE, ARISING FROM ANY TYPE OF CLAIM WHATSOEVER, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF YOU HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

CLASS ACTION WAIVER

BY AGREEING TO THESE TERMS OF USE, YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING. YOU AGREE THAT YOU WILL ONLY BE PERMITTED TO BRING CLAIMS AGAINST NR ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION OR PROCEEDING. YOU HEREBY EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO INITIATE OR PARTICIPATE IN CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEDURES. UNLESS BOTH PARTIES MUTUALLY AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. IN ADDITION, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS. THIS CLASS ACTION WAIVER IS INTENDED TO BE ENFORCEABLE TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE FEDERAL LAW, INCLUDING PURSUANT TO THE FEDERAL ARBITRATION ACT. IF ANY PORTION OF THIS CLASS ACTION WAIVER IS FOUND TO BE UNENFORCEABLE AS TO ANY PARTICULAR CLAIM OR REQUEST FOR RELIEF (SUCH AS A REQUEST FOR PUBLIC INJUNCTIVE RELIEF), THEN THAT CLAIM OR REQUEST FOR RELIEF SHALL BE SEVERED, AND ALL REMAINING CLAIMS AND REQUESTS FOR RELIEF SHALL BE ARBITRATED.

ARBITRATION

Any dispute, controversy or claim arising out of, relating to or in connection with these Terms of Use, including the breach, termination, or validity thereof, shall be finally resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. The place of arbitration shall be Phoenix, Maricopa County, Arizona, provided that if you reside outside of Maricopa County, the arbitration may be conducted by telephone, online, or based solely on written submissions, as determined by the arbitrator. The tribunal shall have the power to rule on any

challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims and may not preside over any form of a representative or class proceeding, and the AAA may not administer any form of class or representative arbitration. Notwithstanding the tribunal's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the tribunal has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis; any challenge to the class action waiver must be decided by a court of competent jurisdiction. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All aspects of the arbitration proceeding, including but not limited to the hearing, any discovery, the arbitrator's decision and award, and any other documents exchanged or produced during the arbitration, shall be strictly confidential. Neither party shall disclose the existence, content, or results of any arbitration without the prior written consent of the other party, except as may be required by law, to enforce the arbitration award, or as necessary in confidence to legal counsel, accountants, auditors, or insurers. Any breach of this confidentiality provision may result in irreparable harm and shall entitle the aggrieved party to seek injunctive relief in addition to any other remedies available at law or in equity.

If the class action waiver set forth above is found to be void or unenforceable by a court of competent jurisdiction as to any particular claim or request for relief that cannot be severed, and if such finding is not reversed on appeal, then the agreement to arbitrate shall be deemed null and void as to that claim only, and such claim shall proceed exclusively in the state or federal courts located in Phoenix, Maricopa County, Arizona. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. In such event, the parties agree that the arbitration agreement and class action waiver shall remain in full force and effect as to all other claims not affected by such ruling. NR expressly does not consent to class or representative arbitration under any circumstances.

If twenty-five (25) or more similar claims are asserted against NR by the same or coordinated counsel or are otherwise coordinated, you understand and agree that the resolution of your claim may be delayed and ultimately proceed pursuant to the AAA's Mass Arbitration Supplementary Rules or similar mass arbitration protocols. In such cases, the parties agree that a bellwether process may be implemented where a limited number of claims are arbitrated first, the results of which may inform the resolution of remaining claims. You agree to cooperate in good faith with any bellwether or batching procedures. NR reserves the right to consolidate arbitrations involving common questions of law or fact, provided that such consolidation does not result in class-wide arbitration or representative proceedings.

You may opt out of this arbitration agreement and class action waiver by providing written notice of your decision to do so within thirty (30) days of your first acceptance of these Terms of Use. Such notice must be sent to: New Reach 12, LLC, Attn: Arbitration Opt-Out, 1050 W Washington, STE 133, Tempe, AZ 85288, or by email to ownersclub@squadupsummit.com with the subject line "Arbitration Opt-Out." Your notice must include your name, address, email address, and a clear statement that you wish to opt out of the arbitration agreement. If you opt out, NR also will not be bound by these

arbitration provisions with respect to you. Opting out will not affect any other aspect of these Terms of Use.

Notwithstanding any other provision of these Terms of Use, pursuant to the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 ("EFAA"), disputes arising from or relating to sexual assault or sexual harassment claims may, at the claimant's election, be excluded from the binding arbitration and class action waiver provisions herein. If you elect to bring such claims in court, NR reserves the right to compel arbitration of any remaining non-covered claims. This exception applies only to the extent required by law.

JURY TRIAL WAIVER

IF FOR ANY REASON A CLAIM OR DISPUTE PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND NR EACH WAIVE ANY RIGHT TO A JURY TRIAL. YOU AND NR EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THIS JURY TRIAL WAIVER IS INTENDED TO APPLY TO ALL DISPUTES BETWEEN YOU AND NR, INCLUDING THOSE ARISING UNDER THE EXCEPTION SET FORTH ABOVE OR ANY OTHER CLAIMS THAT PROCEED IN COURT. YOU ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED OF THIS WAIVER AND THAT YOU KNOWINGLY AND VOLUNTARILY WAIVE YOUR RIGHT TO A JURY TRIAL.

LINKING TO OTHER SITES

The Site may contain links to pages on other websites ("Linked Sites"), and those Linked Sites may contain content or offer products and/or services for sale. NR does not author, edit, control, or monitor these Linked Sites. You acknowledge and agree that (a) we have no responsibility for the accuracy or availability of information provided by Linked Sites, (b) we do not control or endorse the sponsors of such Linked Sites or the content, products, advertising, or other materials presented on such Linked Sites, and (c) we will not be liable for any transactions conducted by you with third parties through the Linked Sites or for any liability arising from the representations or information provided on such Linked Sites. We may remove any Linked Sites from the Site at any time for any reason or for no reason. If you access any of the Linked Sites, you do so entirely at your own risk and subject to the terms and conditions of use for such Linked Sites.

INDEMNITY AND RELEASE

You agree to indemnify, defend, and hold harmless NR, its subsidiaries, affiliates, Brand Visionary, and licensors and each of their officers, directors, agents, employees, and assignees from any and all claims, liabilities, expenses, judgments, awards, losses, and damages, including reasonable attorneys' fees and costs, made by any third party relating to or arising out of (a) your violation of these Terms of Use or your use of the Service, including, but not limited to, any use of the Service's Content, services, and products other than as expressly authorized in these Terms of Use; (b) your use of any information obtained from the Services; (c) any dispute or issue between you and any third party; and (d) your User Content, including without limitation any claim of infringement of intellectual

property or other proprietary rights. The user must check with local laws and regulations as it pertains to the training.

To the fullest extent permitted by applicable law, you hereby release, discharge, and hold harmless NR, its subsidiaries, affiliates, Brand Visionaries, licensors, and each of their officers, directors, agents, employees, and assignees (collectively, the "Released Parties") from any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any interactions, communications, or dealings you have with other Users or third parties, whether online or in-person, including at any NR events; (b) any disputes between you and other Users or third parties; (c) any products, services, or content provided by third parties accessed through the Services or Linked Sites; (d) any physical injury, illness, death, or property damage occurring at any live, in-person events, workshops, seminars, or other gatherings sponsored, hosted, or organized by NR, except to the extent caused by NR's gross negligence or willful misconduct; and (e) any actions or omissions of third-party service providers utilized by NR in connection with the Services. You understand and acknowledge that NR is not responsible for the conduct, whether online or offline, of any User or third party. This release does not apply to claims that cannot be released as a matter of law.

TERMINATION OR SUSPENSION OF SERVICE RIGHTS

You agree that NR, in its sole discretion, may deactivate or suspend your account or otherwise terminate your use of the Services, in whole or in part, for any reason or no reason, including, without limitation, if NR believes that you have (a) breached these Terms of Use; (b) infringed the intellectual property rights of NR or a third party; (c) posted, uploaded, displayed, sent, or transmitted Unauthorized Content; (d) violated or acted inconsistently with the letter or spirit of these Terms of Use; or (e) acted in a way that goes against community standards and other members in the community or NR. You agree that any deactivation or termination of your access to the Services may be effected without prior notice to you and NR shall not be liable to you nor any third party for any termination of your account or the Services. You also acknowledge that NR may retain and store your information on NR's systems notwithstanding any termination of your account or the Services.

DISPUTE PROCEDURE AND CLAIMS OF COPYRIGHT INFRINGEMENT

NR has registered a Registered Copyright Agent with the United States Copyright Office, which limits its liability under the Digital Millennium Copyright Act. It is our policy to terminate the account of any User who repeatedly infringes any copyright upon prompt notification to us by the copyright owner or the copyright owner's legal agent. If you believe that your product or other work has been misrepresented or used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide NR's Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the product, copyright, or other intellectual property interest;
- a description of the product, work, or other intellectual property that you claim has been misrepresented or infringed;

- a description of where the material that you claim is misrepresenting or infringing your product, work or other intellectual property is located on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the product, work, copyright, or intellectual property, or its agent, or applicable law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the product, work, copyright or intellectual property owner or authorized to act on such owner's behalf.

NR's Copyright Agent for notice of disputes or claims of copyright or other intellectual property infringement can be reached as follows: Copyright Agent: New Reach Agexa, LLC Email: accounts@agexa.com

MISCELLANEOUS PROVISIONS

Assignment. NR may freely transfer or assign any portion of its rights or delegate its obligations under these Terms of Use. You shall not transfer or assign, by operation of law or otherwise, any portion of your rights or delegate your obligations under these Terms of Use without the prior written consent of NR.

Governing Law. You agree that any legal lawsuit or other action brought by NR, you or any third party to enforce these Terms of Use, or in connection with any matters related to the Site or Online Courses, shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

Injunctive Relief. Notwithstanding the agreement to arbitrate, NR may seek temporary, preliminary, emergency, or permanent injunctive relief from a court of competent jurisdiction located in Phoenix, Maricopa County, Arizona, without first engaging in arbitration, to protect intellectual property rights, confidential information, trade secrets, the non-disparagement provisions herein, or to prevent irreparable harm. You agree that NR may seek such injunctive relief without the necessity of proving actual damages or posting a bond or other security. NR's exercise of this right shall not waive its right to compel arbitration of any dispute. You may seek only temporary, preliminary, or emergency injunctive relief from a court pending the outcome of arbitration, and any request for permanent injunctive relief on your behalf shall be determined by the arbitrator.

Geographic Limits. NR is based in the State of Arizona in the United States. We provide the Services for use only by persons located in the United States. We make no claims that the Services or any of its Content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Severability and Force Majeure. In the event that one or more terms of these Terms of Use becomes or is declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each

such term shall be null and void and shall be deemed deleted from these Terms of Use. All remaining terms of these Terms of Use shall remain in full force and effect. NR shall have no liability under these Terms of Use to the extent arising from any failure of NR to perform any of its obligations under these Terms of Use due to any fire, flood, earthquakes, other acts of God, war, civil unrest, terrorism, Internet failure, governmental act or court order, national emergency epidemic or pandemic, strikes or labor disputes or any other event beyond NR's reasonable control. NR shall not be responsible for damage or other problems caused by any unauthorized change to these Terms of Use made by way of hacking or cracking this page.

Survival. The following provisions shall survive the termination or expiration of these Terms of Use: User Content (including all licenses granted therein), Intellectual Property Rights, Payment Terms (with respect to any amounts owed), Disclaimer of Warranties, Limitation of Liability, Class Action Waiver, Arbitration (including the confidentiality provisions therein), Jury Trial Waiver, Indemnity and Release, and this Miscellaneous Provisions section. Any other provisions that by their nature are intended to survive shall also survive termination or expiration of these Terms of Use.

Waiver and Section Titles. Any delay or failure on the part of NR to enforce any rights under these Terms of Use to which it may be entitled shall not, in any event, be construed as a waiver of the right and privilege to do so at any subsequent time. The section titles herein are displayed for convenience only and have no legal effect.

No Third-Party Beneficiaries. These Terms of Use are for the sole benefit of NR and you, and nothing in these Terms of Use, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms of Use. No third party shall have any right to enforce any provision of these Terms of Use.

Entire Agreement. These Terms of Use, and any agreement that references and incorporates these Terms of Use including but not limited to the Terms and Conditions which is signed separately, constitute the entire agreement between you and NR relating to the matters set forth herein, and shall not be modified except in writing, as posted on the Site by NR.

Notices. You agree that NR will provide notices and messages to you either within the Services or sent to the contact information that you provided. You are responsible for providing us with your most current email address. If you have provided an invalid email, or such address is not capable of receiving our notices, our dispatch of such email will nonetheless constitute effective notice. Any notice which may be required to be given to us under these Terms of Use may be sent to us by writing or emailing to the following addresses: 1050 W Washington, STE 133, Tempe, AZ 85288

Contact. All other feedback, comments, requests for technical support, and other communications relating to the Service should be directed to: accounts@agexa.com

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