

This is a legal agreement between you and FOCUS Training, Inc. (FOCUS or we) for your purchase of training courses and training materials ("classes" and "Training Materials", respectively), which includes printed materials and online resources.

By completing the application process, you agree to these terms which will bind you and (if you are an employer) your employees. If you do not agree to these terms, discontinue the process now.

Application & Registration

Applications are reviewed by a team of leadership development experts for the purpose of determining appropriate placement in a class. Accepted applicants will be invited to register for available seats. There is no fee to apply or obligation to register implied by completion of the application.

Registrations are limited and sold on a first-come, first-served basis. Confirmation of your registration will be e-mailed to you within 48-hours of your application being approved. The tuition includes live training, participation in communities of practice and coaching, written materials, electronic resources, and meals at live training events.

Payment in full must be made 14 days prior to the first day of the live training event. Due to limited seats we cannot confirm your seat until we have received payment. Payment can be made by check or credit card.

Note: Tuition refunds are subject to the Cancellation policy.

Registration Deadline

The registration deadline for each class is 14 days prior to the first training event. Please make note of the dates for your class to ensure you do not miss out. Last-minute registrations and payments will be subject to availability.

Live Training Event & Venue Details

Venue details and other live training event information will be e-mailed within 48-hours of receiving your registration.

Cancellation Policy

We understand that from time to time circumstances might prevent you from joining a cohort for which you have registered. Should you find yourself in this situation, please contact us to arrange one of the following options:

Substitute

Send a substitute from your organization to attend in your place. Please notify us of the new attendee's name and contact details prior to the first live training event. It will be necessary for them to complete the application process.

Refund

Cancellations received more than 30 days prior to the first live training event are entitled to a full refund. Cancellations received less than 30 days prior to the first live training event are entitled to a 50% refund. Cancellation after 8 AM CST on the day of the first live training event are **not** entitled to any refund.

Notification of cancellation must be delivered to FOCUS Training in writing. Notification in writing can include email to info@focustraining.com or postal mail to 531 S Water Street, Milwaukee, WI 53204. Date of receipt is determined by arrival in our office, not by postmark. If you are unable to join the cohort for which you have registered, and **do not** notify FOCUS prior to the event, you will be charged the full registration fee.

Training Event or Class Cancellation

Cohorts may be cancelled or postponed due to low registration or other unforeseen circumstances. In such an event, the registrants will be notified as soon as possible, and tuition fees fully refunded, credited or transferred to another cohort as soon as possible.

FOCUS is not liable for any costs or charges incurred in the event that any cohort is cancelled or postponed due to low registration numbers or unforeseen circumstances. This includes charges imposed by travel agencies, rental car companies, airlines, shuttle services, and/or hotels. If you need to travel to attend any event, we suggest that you talk to your travel agent about the purchase of travel insurance as protection against cancellations, postponements, and emergencies.

Intellectual Property

You acknowledge and agree that all worldwide rights, title, and interest in and to, any and all programs, thematic content, derivative works, products, and other results of the experience/presentation, including, without limitation, each and every discovery, invention, or improvement which may be conceived or developed as a result of, or in connection with, the consultation/experience/presentation shall be the sole property of FOCUS. Any photos, video, or written comments collected throughout the course of the program are the property of FOCUS and you give permission for use of these items by FOCUS in any research or promotional efforts. You agree:

- not to copy the Training Materials except where such copying is incidental or necessary for the purposes of completing the relevant class;
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Training Materials;
- not to alter, or modify, the whole or any part of the Training Materials, nor permit the Training Materials or any part of them to be combined with, or become incorporated into, any other materials;
- to supervise and control use of the Training Materials and ensure that they are used by your employees and representatives in accordance with the terms of this License;
- to include the copyright notice of FOCUS on all entire and partial copies you may make of the Training Materials on any medium;
- not to provide or otherwise make available the Training Materials in whole or in part, in any form to any person without prior written consent from FOCUS

FOCUS's Liability

FOCUS is not responsible for any damage to property or injury to persons in the course of classes. You are held responsible for your safety and actions. You agree to indemnify, defend and hold FOCUS harmless from and against any and all losses, costs and expenses, including attorney fees, which arise from or are related to the events.

Force Majeure

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control.

Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

Waiver

If we fail, at any time during the term of this License, to insist upon strict performance of any of your obligations, or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not

constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

General

Any notice required or permitted to be given by either party to the other under these terms shall be in writing.

If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected thereby.

Entire Agreement

These terms and any document expressly referred to in them represent the entire agreement between you and FOCUS in relation to the purchase of classes and Training Materials and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into these terms, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into these terms, except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of entering into these terms (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions. We have the right to revise and amend these terms and conditions from time to time.