



The Mint Passage : Group Program Agreement

This Group Program Agreement, hereinafter referred to as "Agreement," is made between the group program organizer ("Organizer"), specifically as follows:

Kelli Tompkins, an individual, who may be contacted as follows:

Address: 346 E Maxwell Lane

Website Address: www.mintfresca.com (the "Website")

Email: kelli.tompkins@gmail.com (the "Business email")

Telephone: 8015770927

and you, as a participant (hereinafter referred to as "you" or "Participant") in the group program ("Group Program"), defined further below.

Your participation in the Group Program is subject to each of the terms and conditions contained within this Agreement, all parts and sub-parts of which are specifically incorporated by reference here. By clicking "Purchase," "Confirm," "Attend," or undertaking any other affirmative action manifesting your intent to participate in the Group Program, including providing the Organizer with credit card or billing information to be charged for your participation, you acknowledge and agree that you are entering into a legally binding agreement with the Organizer.

YOU AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT AND ANY AMENDMENTS THERETO. READ THIS AGREEMENT CAREFULLY BEFORE MANIFESTING YOUR ASSENT, ESPECIALLY SINCE THIS AGREEMENT MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT MANIFEST YOUR ASSENT TO PARTICIPATE IN THE GROUP PROGRAM.

Organizer and Participants may be referred to individually as "Party" and collectively as the "Parties."



Article 1 - GROUP PROGRAM:

Organizer agrees to provide, organize, and maintain the following Group Program:

Name of Group Program: The Mint Passage

Description of Group Program:

A 4-tier initiation into dream work & meditation through feng shui, astrology, human design & other creative alchemy.

Start Date: November 25th, 2020

End Date: June 25th, 2021

Access URL For Group Program: www.mintfresca.com

Total Fees: \$2,997 (two thousand nine hundred ninety-seven US dollars) ("Total Fees")

Any additional applicable details for the Group Program will be made available to you prior to purchase or confirmation. Such details will be provided by Organizer. Any such page, text, or email including any additional details for the Group Program is hereby incorporated by reference and shall be considered part and parcel of this Agreement.

Article 2 - CONFIRMATION:

In order to secure your spot in the Group Program, the following steps must be taken:

Participants will complete the entirety of the Group Program purchase on the Website, as listed above.

At the conclusion of these steps, you will receive a confirmation email which will outline the details of your completed registration. If you do not receive a confirmation email within five (5) days of completing your registration, please contact Organizer.

Organizer may request the provision of additional information, such as identification and/or additional forms and questionnaires. You hereby consent to receive all such correspondence related to the Group Program.



Article 3 - GROUP PROGRAM TERMS:

After confirmation of your participation in the Group Program, you may not be able to begin until the specified start date. You must complete the Group Program by the specified end date.

We do not offer any promises or guarantees with regard to our Group Program. You hereby acknowledge and agree:

- A) You are solely and exclusively responsible for the choices that you make with regard to this Group Program, the materials contained within it, or any significant changes to your business or life;
- B) You are solely and exclusively responsible for your own mental health, physical health, business decisions, and any other actions or inaction you choose to take;
- C) We are not liable for any result or non-result or any consequences which may come about due to your participation in the Group Program;
- D) This Group Program does not constitute a therapeutic relationship or a medical one. We do not provide therapy or medical services and you are responsible for procuring these services at your own will and discretion if needed.

The Group Program is also subject to the following additional rules:

Participants will not share written or recorded course materials without expressed & written permission from Kelli Tompkins. Participants will remain respectful of each other & the group at all times.

Article 4 - PAYMENT:

To participate in the Group Program, you must pay the following amount:

- \$249 (two hundred forty-nine US dollars) for Tier 1 **Early Bird**
- \$799 for 4 Tiers PIF ("pay in full") **Early Bird**
- \$1997 for VIP 4 Tiers PIF ("pay in full" VIP) **Early Bird**

- \$549 (two hundred forty-nine US dollars) for Tier 1 : **Regular Pricing**
- \$1297 for 4 Tiers PIF ("pay in full") : **Regular Pricing**
- \$2997 for VIP 4 Tiers PIF ("pay in full" VIP) : **Regular Pricing**

The entirety of the Total Fees must be prior to the start date of the Group Program, unless a written payment agreement has been made between both parties.



If the Total Fees are not received by Organizer by the date listed above, your spot may be canceled without prior notice to you.

If the Total Fees are not received by Organizer prior to the beginning of your participation in the Group Program, you may not be able to begin the Group Program or your spot may be canceled without prior notice to you.

Article 5 - CANCELATIONS:

As noted above, Organizer reserves the right to cancel if the Total Fees are not received prior to the beginning of your desired participation in the Group Program. If such a cancellation is undertaken, you are not entitled to receive your Deposit back, if applicable, or any other fees paid to that date.

Organizer may cancel the Group Program for any reason, unrelated to an individual Participant, in the Organizer's sole and exclusive discretion. If Organizer cancels for any commercial reason, all Participants are entitled to receive back any and all monies paid to the Organizer. Organizer shall not be responsible for any fees paid by Participant to any third parties.

If Participants wish to cancel, written notice of such cancellation must be sent to Organizer via email. As noted above, in the event of Participant cancellation, no fees will be returned.

Article 6 - RELEASE OF LIABILITY:

Participant hereby releases Organizer, as well as any of Organizer's affiliates, licensors, suppliers, subsidiaries, parents or other legal representatives, from any claims, demands, damages or other legal action which may arise from Participant's dispute with any other Participant.

Article 7 - TERMINATION:

This Agreement shall continue until canceled as specified above by either Party or until the Participant completes the Group Program. Any provision of this Agreement which by its terms imposes continuing obligations on either of the parties shall survive termination of this Agreement.

Article 8 - INTELLECTUAL PROPERTY:

Participant acknowledges and agrees that the Organizer's name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other



intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by the Organizer or its affiliates, licensors, or suppliers.

Participant acknowledges and agrees that the source and object code of the Website and the format, directories, queries, algorithms, structure, and organization of the same are the intellectual property, proprietary, and confidential information of Organizer and its affiliates, licensors, and suppliers.

Organizer may provide Participant with certain information as a result of participation in the Group Program. Such information may include, but is not limited to, documentation, data, or information developed by us and other materials which may assist in your participation in the Group Program ("Materials"). Subject to this Agreement, Organizer grants you a non-exclusive, limited, non-transferable and revocable license to use the Materials solely in connection with your participation in the Group Program. The Materials may not be used for any other purpose, and this license terminates upon your completion of the Group Program, your cessation of participation in the Group Program, or at the termination of this Agreement.

Participant expressly agrees not to do anything inconsistent with Organizer's ownership of all of the intellectual property discussed herein. Participant further agrees that there are no rights, title, or interest in or to any of the Organizer's Intellectual property. In addition, Participant is not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary rights of Organizer or any third party, with the exception of the license granted above.

Article 9 - RESTRICTIONS:

Participant is prohibited from selling or reselling Participant's space in the Group Program, unless Participant has specifically executed a written agreement with Organizer that expressly allows for such activity.

Article 10 - INDEMNIFICATION:

Participant agrees to defend and indemnify Organizer and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Participant's participation in the Group Program, Participant's breach of this Agreement, or Participant's conduct or actions. Participant agrees that Organizer shall be able to select its own legal counsel and may participate in its own defense, if so desired.

Article 11 - REPRESENTATION:



Participant agrees that they are over 18 (eighteen) years of age and may legally consent to and enter into this Agreement or that they have their parent or guardian consenting for them to participate in the Group Program.

Article 12 - SEVERABILITY:

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

Article 13 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Utah. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Organizer will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 14 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Utah without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county: Salt Lake County.

Article 15 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.