

STAGE 32® WEBINAR SERVICE TERMS AND CONDITIONS

These are general terms and conditions for access to, and use of, Stage 32® webinar services, effective as of October 1, 2015. This agreement (“Agreement”) is by and between Stage 32, LLC (“Provider”) and you, _____ (“Participant”). Provider and Participant are referred to jointly hereinafter as the “Parties.” For good and valuable consideration, the amount and receipt of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS.

In this Agreement the following terms shall have the following meanings:

1.1 “Agreement” means this agreement including, without limitation, these definitions and any Supplemental Terms. **This is not a talent agency contract.** The term “Agreement” shall not mean, therefore, any form or analog of any kind of talent agency contract.

1.2 “Authorized Users” means persons authorized to access, and participate in, one or more subject Webinar Events and persons authorized to use Webinar Materials.

1.3 “Commencement Date” means the date that the Fee is paid for a subject Webinar Event.

1.4 “Covered Party” means (i) the Provider, the Providers’ affiliates, and any and all officers, directors, employees, subcontractors, agents, attorneys, successors, and assigns of Provider or the Providers’ affiliates; and (ii) each third party provider or supplier of the Webinar Event, the Webinar Materials and/or the Service, in whole or in part, and any and all of their respective officers, directors, employees, subcontractors, agents, attorneys, affiliates, successors and assigns.

1.5 “Fee” means the fee(s) charged by the Provider in relation to the provision of the Webinar Event and Webinar Materials to Participant.

1.6 “Participant” means you, the purchaser of a license to be provided Service contemplated by this Agreement, including the right to access and participate in one or more specified Webinar Events in exchange for the payment of one or more Fees appurtenant thereto.

1.7 “Presenter” means the featured or substitute speaker(s), lecturer(s), teacher(s), instructor(s), and presenter(s) of the Webinar Event.

1.8 “Provider” means Stage 32, LLC., an Arizona limited liability company, with a business address of 23233 N. Pima Rd. #113-148 Scottsdale, AZ 85255, and email address of support@stage32.com, doing business at and through its Web site address of www.stage32.com.

1.9 “Service” means service or services to be provided by Provider (Stage 32, LLC) and/or the Presenter during the Subscription Period comprising, or otherwise associated with, the Webinar Event and Webinar Materials, including, without limitation, the production and transmission of live and recorded versions of Webinar Event and/or the providing of Webinar Materials to Authorized Users. While the term “Service” may include training, counseling, and/or listing information, such activities may not always or at any particular time be activities offered or provided by Provider. The term “Service” *does not*, however, ever expressly or implicitly include offering or attempting to obtain auditions or employment for Participant. Provider does not provide a means by or through which Participant or any other Authorized User may obtain auditions or employment.

1.10 “Subscription Period” means a period of 12 months commencing on the Commencement Date, in which period a Participant, as an Authorized User, may access a live or prerecorded Webinar Event for which the Fee has been paid.

1.11 “Supplemental Terms and Conditions” means other provisions not set forth in the text of this Agreement that are published by or on behalf of Provider and/or one or more Webinar Event Presenters, such as notices, rules, guidelines and other communications, that are associated with one or more Webinar Events and/or Webinar Materials, or the Service in general.

1.12 “Trademark Licensor” means Black and Blue, LLC.

1.13 “Webinar Event” means a passive or interactive streaming of an online seminar, class, course or other presentation that is live or prerecorded and which may be accessed by Authorized Users of the subject live or prerecorded online seminar, class, course or other presentation during the portion of the Subscription Period commencing at the time of the live presentation of the online seminar, class, course or other presentation and continuing through the end of the Term.

1.14 “Webinar Materials” means all course manuals and e-learning products, question banks, course notes and any other materials supporting the Webinar Events supplied to the Authorized Users by the Presenter.

2. TERM

This Agreement starts on the Commencement Date and shall remain in force for the Subscription Period (subject to the terms of this Agreement) unless early terminated as provided in this Agreement. The Term of this Agreement shall not, under any circumstances, exceed one (1) year.

3. FEE FOR SERVICE

3.1 Participant shall pay to the Provider the Fee in the amount set forth below in association with the listed Webinar Event(s).

3.2 If Participant fails to pay the full amount of the Fee associated with a subject Webinar Event or if such Fee is refunded, cancelled, or charged back for any reason, Participant shall not be an Authorized User in regard to that Webinar Event associated with the Fee and Participant shall not be authorized to access or participate in the Webinar Event or access or use any Webinar Materials.

3.3 The Retail Fee(s) for the Webinar Event(s) entitled “ _____ ” is(are) \$ _____.

3.4 The services to be provided by Provider in regard to the above referenced Webinar Event(s) in exchange for the payment of the Fee(s) appurtenant thereto is the Service referred to in this Agreement.

4. LICENSE

4.1 Subject to the terms of this Agreement and any Supplemental Terms and Conditions pertaining to the use of Webinar Materials, Provider hereby grants to Participant, with respect to each Webinar Event for which the Fee has been paid in full, a non-exclusive, non-transferable, limited license for the duration of the Term to (i) access each such Webinar Event for which Participant has registered and paid the Fee appurtenant thereto, (ii) participate in such Webinar Event(s) as an Authorized User thereof in the same manner as other Authorized Users of the subject Webinar Event(s), and (iii) access and use the Webinar Materials in a manner that is consistent and compliant with the terms and conditions of this Agreement. The Parties acknowledge and agree that the license above shall at all times be subject to the limitations and other terms set forth in this Agreement, and in Supplemental Terms and Conditions, if any, including, without limitation the limitation that all Webinar Events and all Webinar Materials are, are intended to be, and are only licensed to be, available to Participant for the exclusive purposes of education, research, study, and/or entertainment. Without limiting the foregoing or any other terms or conditions set forth in this Agreement, Participant acknowledges and agrees that the right to electronically access and display the Webinar Event(s) and the Webinar Materials subject to this Agreement is limited to persons who have paid the Fee(s) associated therewith, and such access and display shall at all times be for those persons' respective sole use only.

4.2 Notwithstanding the foregoing, Participant may make copies of Webinar Materials for Participant's sole use to the extent expressly permitted by applicable copyright law and not further limited or prohibited by any additional terms or limitations published by Presenter or Provider pertaining to the use of Webinar Materials.

4.3 All rights, title, and interest in, to, and associated with, the Webinar Event, the Webinar Materials, and the Service, including without limitation, all copyrights and other intellectual property rights shall at all times belong to, and be owned or licensed to, the Provider and/or Presenter and/or their respective third party supplier(s). The Participant shall not acquire any ownership of copyright or other intellectual property rights or proprietary interest in or to the Webinar Event, the Webinar Materials or the Service.

4.4 Except as specifically provided in Sections 4.1 and 4.2, Participant is otherwise expressly prohibited from downloading, storing, reproducing, transmitting, displaying, printing, copying, distributing, or otherwise using the Webinar Materials. All access to and use of the Webinar Event and Webinar Materials is via licensed permission granted to Participant and other Authorized Users. No access to, or use of, the Webinar Event and/or Webinar Materials may be via any automated, robotic, scripted, mechanical, or any other automated means not provided by Provider or Presenter. Each Webinar Event and all Webinar Materials are for use by Authorized Users only. Purchaser may not distribute or re-transmit the Webinar Event or Webinar Materials to any third parties.

4.5 Participant expressly agrees that Participant shall not engage in any activity in association with Participant's participation in the Webinar Event, use any Webinar Materials or use of the Service, that in any way, violates any law or regulation or that violates, infringes or misappropriates any person's or entity's rights, including without limitation, Provider's or any Presenter's rights, and that any such activity or use shall immediately terminate the license(s) granted by Provider to Participant in this Agreement.

4.6 Participant may not remove or alter any copyright notice or other notice contained in, or otherwise published in association with, the Webinar Event, Webinar Materials or the Service.

4.7 Participant agrees that in addition to the terms and conditions expressly set forth in this Agreement, Supplemental Terms and Conditions shall also apply to, and govern, Participant's use of the Webinar Event, Webinar Materials and/or the Service. Participant agrees that Participant's participation in a subject Webinar Event, use of Webinar Materials and/or use of the Service, after the publication, or email notice to Participant of, Supplemental Terms and Conditions, whereby such publication may be by posting on the Provider's website or such notice may be made in association with Participant's access to the Webinar Event(s) or Webinar Materials, shall constitute Participant's irrevocable agreement to such Supplemental Terms and Conditions, and Participant further agrees to be subject to, and bound by, all such Supplemental Terms and Conditions, and that all such Supplemental Terms and Conditions shall automatically be incorporated by reference into this Agreement. If, however, Participant does not want to agree to be bound to such Supplemental Terms and Conditions, Participant may elect not to participate in a subject Webinar Event, use of Webinar Materials and/or use of the Service after the publication of applicable Supplemental Terms and Conditions, and if Participant so elects, Participant agrees that the cancellation, refund and survival provisions set forth in this Agreement shall apply to such election.

5. PARTICIPATION TRANSMISSION LICENSE

The Webinar Event may provide one or more features that enable text, audio, video, and/or documents and other materials to be exchanged or viewed by the Presenter, other Authorized Users, the Provider and/or staff or technical personnel of the Provider during the session. By accessing a Webinar Event, if any such features are provided in regard to the Webinar Event, Participant agrees that Participant will be consenting to the recording and transmission of Participant, Participant's voice, image and comments, etc. by Provider and/or Provider's employees, agents, etc. Notwithstanding, and without limiting the foregoing, Participant hereby grants to the Provider and its Trademark Licensor, a worldwide, non-exclusive, royalty-free, sublicenseable and transferable recording and transmission license ("Transmission License") to (i) broadcast, stream and transmit Participant's participation in regard to the Webinar Event(s) to other Authorized Users, the Presenter, and to such other persons designated by the Provider for technical support and quality control, and (ii) to use Participant's name, likeness and voice depicted or otherwise included in, or associated with, the Webinar Event (collectively "Transmission Rights"). Participant acknowledges and agrees that the Transmission Rights include, without limitation, the grant of all rights required for the Provider and its designees to make ephemeral and permanent audio and video recordings of Participant's participation in the Webinar Event, if any, as is necessary or convenient to effectuate the transmission of the Webinar Event to other Authorized Users, and to enable Provider to provide technical support for Service quality evaluation and control. Participants hereby grant to the Provider permission and authorization to transmit or otherwise distribute copies of recordings of Participant's participation in the Webinar Event(s).

6. ACCESS TO SERVICE

6.1 Only Authorized Users shall be entitled to access Webinar Events, and to access, receive and use Webinar Materials and other parts of the Service.

6.2 The Service, and parts thereof, are subject to change without notice. For example, content and features associated with the Webinar Event, Webinar Materials and/or the Service may be substituted, supplemented, removed or otherwise modified, in whole or in part, at Provider's sole election.

6.3 Provider will provide to the Participant by email, online publication, or other similar communication, information and instructions for accessing the Webinar Event.

6.4 Participant acknowledges and agrees that Webinar Event participation may require Participant to configure software settings on Participant's computer or other device through which Participant accesses the Webinar Event or require Participant to download the software for an operating system. Participant acknowledges and agrees that Participant may be required to provide administrator or other control privileges on such computer or other device to be able to manually install such software.

6.5 In connection with the operation of the Webinar Event, Provider or Provider's agent(s) will ask Participant to provide information that personally identifies Participant or allows Provider or its designated agent(s) to contact Participant in regard to Participant's use of the Service. Personal information that Participant Provides for this purpose will be provided to Provider and/or the provider(s) of Provider's audio- and web-conferencing services, and vendors that assist in the processing of the information.

6.6 Participant acknowledges that personal information Participant provides to Provider and the other parties referenced in Section 6.5 is stored in operating environments that employ reasonable security measures and that are not available to the general public. Notwithstanding the foregoing, Participant also acknowledges that no warranty is made by Provider, or any other person or entity, that such operating environments are invulnerable to hacking and other breaches of security or are any less vulnerable than typical operating environments. Participant expressly agrees that Provider and all other parties referenced in Section 6.5 and all Covered Parties shall not be responsible for any unauthorized access to such information by hackers or others that obtain access to Participant's personal information through unauthorized or illegal activity.

6.7 Participant acknowledges and agrees that Participant shall be responsible for the confidentiality and security of confirmatory registration information sent to Participant by Provider and others, such as passwords, access codes and Webinar Materials, shall at all times be Participant. If Participant determines that a third party has obtained any such information in an unauthorized manner, Participant agrees to promptly notify Provider at one or more of the addresses provided in Section 6.8.

6.8 If Participant desires that Provider remove any information about Participant (such as a photograph, contact information, or any identifying information) from Provider's website(s), Participant may send a removal request to Provider by email at support@stage32.com, by postal mail at 23233 N. Pima Rd., Suite 113-148, Scottsdale, AZ 85255. Provider will remove the requested information from its website within ten (10) days of delivery of the removal request.

6.9 Reasonable efforts will be made to ensure that the Webinar Event take place on the advertised date and time. In the event that a Webinar Event does not take place, Participant may obtain a refund of the Fee paid in association therewith unless the cause was beyond Provider's reasonable control, or not exclusively Provider's fault, in which case Participant shall have no right to any refund of the Fee.

6.10 Provider reserves the right to substitute one or more Presenters to provide the instruction and/or other services contemplated in association with the scheduled Webinar Event in circumstances where one or more Presenters scheduled to provide such instruction or other services becomes unavailable or events beyond Provider's and/or Presenter's reasonable control otherwise prevent or practically impede the subject Presenter(s) from performing services

associated with the subject Webinar Event as contemplated. Participant expressly acknowledges and agrees that no refund of any Fee shall be due Participant if such substitution is made.

6.11 Participant acknowledges and agrees that Provider, or persons hired by Provider, may, without obligation, monitor Participant's and other Authorized Users' accessing of, and participation in, the Webinar Event. Such monitoring may include, without limitation, the determination of the number of computers accessing a Webinar Event and associated IP addresses to assist Provider's efforts to limit access to the Webinar Events to Authorized Users only.

6.12 Participant agrees and warrants that Participant shall at all times be courteous and professional regarding all communications with the Presenter(s), fellow Webinar Event attendees, other Authorized Users, Provider and Provider's employees and agents. Participant shall at all times observe any and all rules, regulations and guidelines regarding participation in, and use of, Webinar Events and Webinar Materials. Participant hereby agrees to fully indemnify any and all affected parties, including without limitation, the Presenter(s), Authorized Users, the Participant and Participant's employees and agents, and Participant also agrees to fully and separately indemnify all Covered Parties, for and from, any and all damages that result from any and all unlawful, infringing, misappropriating, discourteous, unprofessional, demeaning, insulting and/or hurtful actions or omissions by Participant and/or any person under Participant's actual, implicit or vicarious control.

6.13 Access to, and use of, Webinar Events and Webinar Materials, and use of the Service, are all offered and/or provided by Provider are on a non-exclusive basis. Participant acknowledges that the same or similar Service may be offered and/or provided to an unlimited number of other persons and entities, including without limitation, one or more competitors of Participant.

6.14 Participant agrees to fully indemnify all Covered Parties for and in regard to any and all damages and expenses, including without limitation, attorneys' fees, that directly, indirectly and/or consequentially result or arise from, or otherwise relate to, Participant's breach of any term, condition, obligation, warranty or other provision of this Agreement, including without limitation, any term, condition, obligation, rule, guideline or other provision set forth in the Supplemental Terms and Conditions.

6.15 Force Majeure. Participant acknowledges that Provider and all Presenters shall be excused from delays in performing or from its failure to perform to the extent that such delay or failure results from causes beyond the reasonable control of the Provider and/or Presenter(s), including, without limitation, acts of God, nature, any government agency(ies), war, civil disturbance, labor disputes or shortages, electrical or mechanical breakdowns, inability or refusal of a common carrier to provide communications capabilities, or any other force majeure cause beyond the Provider's and/or the Presenter's(s') direct control, including but not limited to, the issuance of an order by any regulatory, administrative, judicial or legislative prohibiting or interfering with Provider's and/or Presenter's(s') respective performance of their obligations as contemplated under this Agreement.

7. TERMINATION BY PROVIDER

The Provider may by email notice immediately terminate this Agreement or suspend its performance of all or any of its obligations under it immediately and without liability for compensation or damages if: (i) Participant Fee payment is stopped or charged back, (ii) if Participant fails to comply with all of the terms of this Agreement, including, without limitation any and all Supplemental Terms and Conditions, or (iii) if Participant disrupts any Webinar Event, violates any rule, regulation or guideline regarding conduct in, or use of, the Webinar Event, (iii) if the Participant violates any terms or conditions regarding the use of Webinar Materials, or (iv) if the Participant engages in any act that brings the Provider or Presenter into disrepute or which in the Provider's reasonable opinion is prejudicial to the Provider's interests. The foregoing right of the Provider to terminate or suspend performance of Provider's obligations hereunder shall not apply, however, to specific obligations undertaken by Provider, if any, that are mandated by applicable law and which, by express statutory prohibition, cannot be contractually terminated once so undertaken. In all other circumstances Provider may terminate this Agreement with ten (10) days written notice deliverable by email or postal mail delivery to Participant. The following provisions, identified by Section numbers, and including all subsections thereof, shall survive the termination of this Agreement, regardless of the reason for such termination: 1, 4.3, 4.4, 4.5, 4.6, 4.7, 5, 6.1, 6.6, 6.7, 6.12, 6.13, 6.14, 6.15, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25.

8. PROVIDER IS BONDED AND IN COMPLIANCE WITH KREKORIAN TALENT SCAM PREVENTION ACT

Provider, Stage 32, LLC is in compliance with the Talent Service bonding requirements of the State of California. A bond in the amount of \$50,000.00, issued by Hartford Fire Insurance Co. has been posted with the Division of Labor Standards Enforcement. The bond number is 72BSBHH9386. Provider is in compliance with Krekorian Talent Scam Prevention Act.

9. NO AGENCY RELATIONSHIP

Nothing in this Agreement is intended to create, nor shall anything in this Agreement be construed as creating or evincing, any agency or employment relationship of any kind. No joint or collaborative venture or partnership of any kind exists or is contemplated between Participant and Provider, nor shall any result by or through the operation of this Agreement or the offering or providing of any part of the Service by Provider. The Parties expressly agree that their relationship is mutually intended to be, and is, solely and exclusively that of a service provider of specified non-

exclusive services and a non-exclusive recipient of such services.

10. LIMITED WARRANTY

10.1 The Provider represents and warrants that it has the right and authority to make the Service available pursuant to the terms of this Agreement.

10.2 ALL WEBINAR EVENTS, WEBINAR MATERIALS AND SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THE PROVIDER MAKES NO EXPRESS WARRANTIES UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THAT THE SERVICE IS OR WILL BE COMPLETE OR FREE FROM ERRORS OR THAT INFORMATION WILL CONTINUE TO BE AVAILABLE TO PROVIDER TO ENABLE PROVIDER TO KEEP THE SERVICE UP-TO-DATE.

10.3 Participant hereby agrees that, except for the warranty in Section 10.1, all parts of the Service are provided without any warranties of any kind, including, without limitation, warranties regarding the availability, accuracy, or content of materials, information, product or services, or warranties of merchantability, fitness for a particular purpose, title, or non-infringement of any patent rights or other rights, and Provider expressly disclaims all such warranties.

10.4 Participant acknowledges and agrees that Participant’s participation Webinar Events is at Participant’s sole risk.

10.5 Participant acknowledge and agree that any and all disclosures, including without limitation, story ideas, treatments, scripts, production concepts, casting suggestions, etc., Participant makes to a Presenter and other Webinar Event participants, and/or to Provider or its agents shall at all times be at Participant’s own and sole risk and neither Provider nor any of the Released Parties shall be liable in any way for any consequence(s) resulting from any such disclosures.

10.6 Provider does not warrant that the functionality of the Webinar Event and/or the Website will be uninterrupted or error-free, or that any discovered defects will be corrected.

10.7 The disclaimer of warranties set forth in this paragraph constitutes an essential part of this Agreement. Some states and countries do not allow exclusions of an implied warranty.

11. LIMITATION OF LIABILITY

11.1 To the maximum extent permitted by law, Participant agrees that a Covered Party shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (i) any errors in or omissions from the Service, Webinar Events or from any Webinar Materials available or not included therein, (ii) the unavailability or interruption to the supply of the Service or any features thereof, including without limitation and unavailability of any Webinar Materials, or any interruption of the transmission of a live or recorded Webinar Event, (iii) Participant's use or misuse of the Service or Materials (regardless of whether the Participant received any assistance from a Covered Party in using or misusing the Service), (iv) the Participant’s use of any equipment in connection with the Service, (v) the content of the Webinar Event, Webinar Materials and/or any other part of the Service, (vi) any delay or failure in performance beyond the reasonable control of a Covered Party, or (vii) any negligence of a Covered Party or its employees, contractors or agents in connection with the performance of its obligations under this agreement (“Covered Claims”). Participant agrees that neither Participant nor any of Participant’s successors in interest shall raise any Covered Claim against any Covered Party.

11.2 The Provider’s liability to the Participant for breach of any condition or warranty implied under any law which cannot be lawfully modified or excluded by this Agreement shall, to the maximum extent permitted by law, be limited at the Provider’s option to supplying the Service or Webinar Materials again or paying for their re-supply.

11.3 The Provider’s liability to the Participant for loss or damage of any kind (including loss or damage caused by negligence) shall be reduced to the extent that the Participant caused or contributed to that loss or damage.

11.4 THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE SERVICE, WEBINAR MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

11.5 The Service is provided for educational and entertainment purposes only and are not intended, nor should they be used, as a substitute for professional advice or judgment or to provide legal, business, psychological or medical advice of any kind with respect to any circumstances.

11.6 While reasonable efforts are made to provide accurate information, Presenters are independent parties presenting information that is not substantively reviewed or controlled by Provider and regarding which Provider makes no express or implied warranties. Therefore, Participant should obtain independent verification or advice before ever relying upon any information provided in or through the Service, particularly in circumstances where loss or damage may result. Participant expressly acknowledges the foregoing and agrees not to materially rely on any such information without obtaining qualified independent verification or advice.

11.7 All passwords and other identifications, if any, issued by or through Provider to Participant are personal and confidential to Participant and Participant agrees to safeguard them accordingly. If the Provider knows or suspects that any such password or identification is being used by another person, Participant agrees and warrants that Participant will promptly notify Provider and do such things as are reasonable to initiate and assist Provider’s prompt cancellation of such password or identification.

11.8 The Participant agrees that in the event that the Participant infringes Provider's intellectual property, privacy or contractual rights contained in, or associated with, a Webinar Event, any Webinar Materials or any other part of the Service, Participant shall fully compensate and indemnify the Provider and all other Covered Parties for any actual or alleged infringement of any and all intellectual property, privacy and contractual rights, including without limitation, with respect to any and all trademarks, service marks, patents, copyrights, misappropriation of trade secrets or any similar property rights. The Participant further agrees to indemnify and hold the Covered Parties harmless from and against any and all liabilities, costs, losses, damages and expenses (including reasonable legal fees) associated with such claim or action.

11.9 Participant agrees that any and compensation pertaining to any and all liability that might be attributable to the Provider and/or one or more other Covered Parties that directly or indirectly results from, arises under, or is otherwise related to, any Webinar Events, any Webinar Materials or any other part of the Service, including, without limitation, any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, infringement, or unauthorized access to, alteration of, or other use of content, including without limitation content Participant provides (including without limitation, for example, scripts, treatments, ideas, etc.), any and all acts and omissions by the Presenter and/or any other Authorized Users, any and all breaches of contract, negligence, infringement of intellectual property rights, and any and all other causes of action, shall be strictly limited to the amount of Fee Participant paid for the subject Webinar Event or \$500.00 whichever is less. Participant hereby agrees that to the maximum extent permitted by applicable law, in no event shall Provider or any other Covered Party be liable for any damages to Participant or to any person or entity claiming rights derived from Participant's rights (including, without limitation, the right to recover damages for loss of business profits business interruption, loss of business information, or other incidental or consequential damages or any other pecuniary loss) arising out of any Webinar Event, Webinar Materials or the Service, even if Provider has been advised, had other reason to know, or in fact knew of the possibility of such damages. Participant acknowledges that the foregoing sentence, and other limitations of liability in this agreement reflect an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this Agreement, that such voluntary risk allocation was a material part of the bargain between the Parties, and that the economic and other terms of this Agreement were negotiated and agreed to by the Parties in reliance on such voluntary risk allocation.

11.10 WITHOUT LIMITING THE SCOPE, APPLICABILITY OR EFFECT OF SECTION 11.9 OR ANY OTHER LIABILITY OR DAMAGES LIMITING PROVISIONS OF THIS AGREEMENT, AND EXPRESSLY SUBJECT TO THE TERMS OF SECTION 11.09, IF FOR ANY REASONS THE LIMITATION OF DAMAGES PROVISIONS IN THIS AGREEMENT ARE OR BECOME UNENFORCEABLE, THEN PARTICIPANT EXPRESSLY AGREES THAT THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE SHALL NOT EXCEED THE AMOUNT OF PARTICIPANT'S ACTUAL DIRECT DAMAGES. PARTICIPANT'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES THAT THE PARTICIPANT MAY HAVE OR ACQUIRE AGAINST ANY AND ALL COVERED PARTIES. PARTICIPANT HEREBY EXPRESSLY AGREES AND WARRANTS THAT SHOULD PARTICIPANT BE DAMAGED IN ANY WAY FROM ANY CAUSE ARISING FROM OR OTHERWISE ASSOCIATED WITH ANY WEBINAR EVENT, WEBINAR MATERIAL, OR THE SERVICE, PARTICIPANT SHALL AT ALL TIMES MAINTAIN, AND DO NOTHING TO CONTEST, THE VIEW AND ASSERTION, THAT SUCH DAMAGES ARE UNIQUE IN CHARACTER AND KIND, UNIQUELY APPLICABLE ONLY TO PARTICIPANT, AND NOT APPLICABLE TO, OR MATERIALLY SIMILAR TO DAMAGES EXPERIENCED BY, ANY GROUP OR CLASS OF INDIVIDUALS OR ENTITIES, AND PARTICIPANT AGREES TO, AND ADMITS, AND SHALL NOT CONTEST, ANY AND ALL DEFENSES AND/OR CLAIMS BY PROVIDER AND/OR ANY AND ALL OTHER COVERED PARTIES THAT SUCH DAMAGES ARE NOT OF THE SAME KIND OR MATERIALLY SIMILAR TO THOSE EXPERIENCED BY ANY OTHER AUTHORIZED USERS.

11.11 Participant acknowledges and agrees that neither Provider nor any Covered Party shall be held responsible or liable for any communication or other content that is directly or indirectly transmitted, posted, provided or otherwise made available to Participant by or through any Webinar Event, any Webinar Materials or otherwise by or through the Service. Participant hereby expressly agrees that through accessing a live or prerecorded version of the Webinar Event, or any accessing or use of the Service, including without limitation, accessing or using the Webinar Materials or Service, Participant will be agreeing to fully release, hold harmless, and covenant never bring any legal, equitable or other action of any kind against the Provider and/or any and all other Covered Parties in regard to any and all claims, damage, costs, and expenses of every kind, including without limitation, attorneys fees, resulting from, arising from, arising under, or otherwise related in any way to, (i) one or more Webinar Events, (ii) Participant's use of Webinar Materials, (iii) Participant's use of the Service, (iv) any use of information or content provided by Participant in association with, or related to, Participant's accessing one Webinar Events or using any Webinar Materials or other parts of the Service. Participant acknowledges and agrees that the foregoing release and agreement to not take any action or file any claim against the Provider or any other Covered Parties shall pertain to any and all injuries, losses, and damages of every kind, including compensatory, direct, incidental, consequential, punitive, and/or other damages, and any of the foregoing resulting or arising from (a) comments, opinions, advice and other communications and subsequent actions and inactions by the Presenter, (b) transmission, or failure to transmit, any part of the Webinar Event, for any

reason, including but not limited to, negligence, human or technical error, (c) actions or omissions, including without limitation, future actions and omissions, by any third-party(ies), including, without limitation, any Presenter, etc., (d) any and all occurrences of one or more force majeure events, or (e) any cancellation, termination, suspension or material modification of the operation of a Webinar Event, or the Service in whole or in part. Participant further expressly and knowingly release and discharge all the Covered Parties from all actions, causes of action, suits, debts, agreements, promises, liabilities, demands, damages, losses and claims, known and unknown, of any and every kind whatsoever that Participant may have or may ever claim to have.

12. WAIVER OF CALIFORNIA CIVIL CODE §1542

With respect to the several releases of liability set forth in this Agreement, Participant hereby acknowledge that Participant has been advised by Participant's attorney regarding, or Participant otherwise understand the consequences of, entering into the general release and discharge of all known and unknown claims as set forth in this Agreement, and that Participant is familiar with the provisions of California Civil Code §1542, which currently provides that: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. Participant hereby expressly waives any and all rights under California Civil Code §1542 and all similar rights under any other federal or state statutes or laws of similar effect with respect to releases.

13. CHOICE OF LAW

13.1 This Agreement and all disputes or controversies of any kind arising out of, arising under, or related to this Agreement, and/or arising out of, or arising under, or related to, the Service provided by the Provider, or to any features or functions available through, or in association with, or in any other way relating to, the Service, shall all be governed by and construed under the laws of the State of California and the United States. All provisions of this Agreement and all matters or controversies of any kind arising out of, or related to this Agreement shall be governed solely by the substantive statutory and common law of the state of California, except as governed by Federal law. Notwithstanding the foregoing, the choice of laws provisions set forth in this paragraph shall be subject to change to the extent that the choice of laws is required to be changed to those of a jurisdiction that will allow for the validity and effectiveness of the limitations of liability, liquidated damages and other damage provisions of this Agreement as contemplated and intended by the Parties. Participant agrees that the choice of law provisions shall apply regardless of Participant's country of origin or from where Participant or Participant's customers access the Internet and/or any services provided by Provider, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

13.2 To achieve the express intent of the Parties, if the laws of the jurisdiction set forth in Section 13.1 materially limits or precludes the application of the limitation of liability and/or liquidated damages provisions set forth in this Agreement, or would, or would likely, impose such limitation bilaterally upon both Provider and Participant, notwithstanding the choice of laws and jurisdiction provisions set forth above, Provider and Participant each expressly agree that Provider shall have the right, to the maximum extent permitted by law, but not the obligation, to change the choice of law jurisdiction pertaining to the issue of applicability of the liquidated damages and/or other provisions limiting the Provider's liability set forth in this Agreement, to a jurisdiction in which there is no law or limitation that materially limits or precludes the full application of the such provisions as set forth in this Agreement.

14. DISPUTE RESOLUTION

The Parties agree that any and all disputes or controversies of any kind, including but not limited to any performance, duty, obligation or liability arising under or related to this Agreement which are not first resolved informally by good faith attempts by the Parties after thirty (30) days, shall be referred to and determined by binding arbitration in Los Angeles, California, in accordance with the Commercial Rules of the American Arbitration Association. The Parties also agree that, notwithstanding any statute or law to the contrary, with respect to any and all claims and causes of action that a Party has or may have against the other Party arising out of, arising under, or related in any way to, this Agreement, any Webinar Event, any Webinar Materials and/or the Service, the filing for the commencement of arbitration as contemplated above regarding each such claim or cause of action must be first filed within one (1) year after such claim or cause of action arose or such claim or cause of action shall be forever barred.

15. ENTIRE AGREEMENT

This Agreement, including without limitation, any and all Supplemental Terms and Conditions, constitutes the entire agreement between Provider and Participant with respect to the subject matter hereof. This Agreement supersedes and cancels all prior agreements, discussions, and representations, whether written or oral including without limitation, those, if any, involving one or more other parties. Participant agrees that no modification or attempted modification of this Agreement by Participant or any person under Participant's control shall be enforceable or have any effect unless expressly agreed to in writing by the Provider.

16. ASSIGNMENT

Participant acknowledges and agrees that all promises, obligations, duties and warranties made by Participant in this Agreement are personal to Participant and that neither the performance of such promises, obligations, duties or warranties, nor the receipt of the benefits due Participant hereunder may be assigned by Participant to any other person or entity without Provider's prior written authorization. Participant acknowledges and agrees, however, that Provider may at any time, and without prior notice to Participant, freely assign all or part of its duties, obligations and benefits hereunder.

17. ENGLISH

Participant, as the person executing this Agreement, acknowledges and affirms that he or she is sufficiently fluent in the English language to fully understand all the provisions of this Agreement. The Parties agree that in the event that this Agreement is translated for any reason, and one or more ambiguities or disputes arise from such translation(s), the English version of this Agreement shall control and govern with respect to the provisions from which such ambiguities or disputes arise.

18. MUTUALLY DRAFTED AGREEMENT

For purposes of construction and interpretation of this Agreement, both Participant and the Provider shall be deemed to have mutually drafted this Agreement and all parts thereof. If Participant would like to negotiate other terms or propose any modifications of this Agreement before Participant provides Participant's agreement to the terms of this Agreement, please contact the Provider at 23233 N. Pima Rd. Suite 113-148, Scottsdale, AZ 85255. Participant hereby expressly acknowledges that Provider has provided Participant with ample time and opportunity to review this Agreement and to propose modifications to, and otherwise negotiate, this Agreement. Participant also hereby expressly acknowledges and agrees that this Agreement is not a contract of adhesion and that as a material inducement for Provider to enter into this Agreement with Participant, Participant hereby agrees and warrants that neither Participant nor any of Participant's successors in interest will ever make any claim or support any action with respect to any claim that this Agreement constitutes, in whole or in part, a contract of adhesion or is unfair or unconscionable in any way.

19. ATTORNEY REVIEW

Participant acknowledges that Provider did not pressure Participant or otherwise require Participant to enter into this Agreement without having ample and sufficient time and opportunity to consult with an attorney of Participant's choosing. Participant acknowledges and agrees that nothing herein, and no statement by the Provider or any of Provider's principals, officers, directors, shareholders, employees, representatives, agents, attorneys, affiliates, assigns or successors or any other person associated with Provider, has in any way prevented or inhibited Participant in any way from freely seeking such legal advice prior to Participant's entering into this Agreement. Participant hereby acknowledges and agrees that Participant is not, and at no time has been, under any time constraint imposed by the Provider to enter into this Agreement, receive any service from the Provider or participate in any Webinar Event offered by the Provider. Participant acknowledges that Participant could have elected to not enter into this Agreement without any obligation or sanction for having so elected prior to entering into this Agreement. Participant acknowledges and agrees that nothing prevented Participant from seeking counsel to review this Agreement and assist Participant prior to Participant's agreement hereto. Participant hereby acknowledges and agrees that the terms of this Agreement are reasonable and fair, and that all terms have been fully disclosed in writing. Participant acknowledges that Participant has either had competent counsel review this Agreement and provide Participant with legal consultation regarding it and all transactions that might be associated herewith or Participant has knowingly and voluntarily decided not to do so. If Participant has elected not to have an attorney review this Agreement and advise Participant regarding it, Participant expressly agrees and warrants that Participant shall not at any time (i) raise the fact that Participant has not had an attorney review this Agreement or (ii) claim the Participant was not provided a fair and reasonable opportunity to have an attorney review this Agreement and advise Participant regarding the matters set forth herein in a timely manner prior to Participant's entering into this Agreement. Participant acknowledges and agrees that no legal advice has been provided to Participant by Provider or any of Provider's principals, employees, contractors, agents or attorneys, and that neither Participant nor any of Participant's successors shall make any claim to the contrary. Participant hereby acknowledges that Participant may immediately download a copy of this Agreement for review prior to paying the Fee(s) or entering into this contract. Instructions for downloading a copy of this Agreement are set forth in Section 26 below.

20. Acceptance Of The Terms Of This Agreement.

Participant agrees that Participant and Provider expressly intend that Participant shall be deemed to have agreed to have provided Participant's assent and agreement to irrevocably enter into this Agreement to the maximum extent permitted by law, to have validly executed this Agreement, and to be bound by all its terms, conditions, duties, obligations, warranties, indemnifications and other provisions at the instant Participant provides Participant's assent to this Agreement by any reasonable means, including, without limitation, by clicking or otherwise engaging an acceptance button, icon, link, or any other communication in association with this Agreement in which the words "I agree", "I

accept . . .”, “submit” or any similar terms or language appears or is otherwise associated. Participant further agrees that by providing such assent or other agreement to this Agreement or by receiving any service or benefit from any license provided by Provider, Participant is also thereby acknowledging that Participant has completely read, understands, and agrees to, this Agreement. As a material condition for Participant’s authorized access to one or more Webinar Events, access to and use of applicable Webinar Materials, and access to the Service, Participant agrees and warrants that neither Participant nor Participant’s successor(s) in interest will ever contest the validity or enforceability of this Agreement on the ground that Participant’s acceptance was not unequivocally and knowingly provided. Without limiting the foregoing, Participant agrees that Participant shall be deemed to have irrevocably acknowledged, affirmed and agreed to all the provisions of this Agreement by using any other means that may broadly be interpreted as an act of affirmation, agreement, acceptance or acknowledgement of this Agreement, including, without limitation:

(i) by clicking any button that is posted on a sign-up or registration page indicating that Participant has read and agrees (i) to this Agreement and/or (ii) to “Terms and Conditions” where such is meant to refer to this Agreement;

(ii) by not opting out of an assent to this Agreement, for example by not un-checking or deactivating a checked box indicating that Participant accepts or agrees to this Agreement;

(iii) by accessing any Webinar Event or any Webinar Materials, by using or receiving any Service provided by the Provider or by otherwise using or receiving any license granted by Provider regardless of whether any of the above actions or uses are by Participant directly or indirectly through a person or entity under Participant’s control;

(iv) by directly or indirectly causing, or providing the circumstances for, the sending to Provider, or the receiving by Provider, of one or more payments of any kind arising from, or related to, this Agreement; or

(v) by engaging in any other action or inaction that, which, when broadly interpreted, reasonably indicates an intention to accept this Agreement, access or participate in one or more Webinar Events, access or use any Webinar Materials, or otherwise receive or use any part of the Service.

21. E-SIGN ACT

Participant and Provider expressly agree that this Agreement is intended by Participant and the Provider to be governed by the Electronic Signatures in Global and National Commerce Act (“E-Sign Act”) and other applicable statutory and common law that best effectuates the Participant’s and Provider’s intent to create a fully enforceable agreement indisputably binding Participant and the Provider to all the terms, conditions and other provisions set forth in this Agreement. Participant agrees that by providing Participant’s assent to this Agreement Participant will be consenting to having information regarding this transaction provided to Participant by electronic record.

22. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and all other portions of this Agreement shall remain in full force and effect.

23. WAIVER

The failure by the Provider, the Trademark Licensor or any of their assignees or successors, to enforce any of the specific provisions of this Agreement shall not comprise a waiver of, or preclude or prevent any later, further, or other, enforcement of such provision(s), or any other provision(s), and shall not waive, preclude, prevent or diminish the exercise of any other right hereunder.

24. BINDING UPON PARTIES AND SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns.

25. SECTION HEADINGS

Section and subsection headings of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

26. ACKNOWLEDGEMENT OF ABILITY TO OBTAIN PRINTABLE VERSION OF THIS AGREEMENT BEFORE PAYING FEE AND INSTRUCTIONS

Participant acknowledges that Participant may immediately access and download a printable version of this Agreement, free of charge at: <https://www.stage32.com/tac.pdf>. Participant may do prior to becoming obligated to pay the Fee(s). Access to the electronic record of this Agreement requires a simple browser program such as Internet Explorer™, Firefox™ or Safari™, an Internet connection, and a computer usably coupled to the Internet and such browser program. Participant acknowledges that Participant’s computer equipment, and changes thereto, may affect Participant’s ability to obtain an electronic version of the executed document. Participant acknowledges that until Participant first electronically provides assent to this Agreement Participant has the option of entering into a hard copy paper version of this Agreement by request to Provider at support@stage32.com.

27. DISCLOSURE REQUIRED BY CALIFORNIA LABOR CODE § 1703(A)

The following statements are hereby provided by Provider in good faith compliance with California Labor Code §

1703(a). Notwithstanding the foregoing, it is the opinion of Provider that most of the services comprising the Service subject to this Agreement are, in fact, not subject to California Labor Code § 1703(a) or the Krekorian Talent Scam Prevention Act and the remainder may not be. Nevertheless, the following statements below are provided herein in an abundance of caution, in good faith, and in keeping with the Provider's intent to fully comply at all times with what may reasonably be applicable law. The following boldface statements are, therefore provided therein with the intent that they should only be construed to apply to such parts of the Service and Provider's other activities that are truly subject to California Labor Code § 1703(a) and/or the Krekorian Talent Scam Prevention Act. Provider does not intend, nor shall Participant or any other person construe by the inclusion of the following statements that Provider admits to the applicability of any of the foregoing laws to any parts of the Service or that Provider admits the existence of, or undertakes any explicit or implicit duty or obligation beyond, or in excess of, those expressly mandated by law. **STAGE 32 LLC IS A TALENT TRAINING SERVICE. THIS IS NOT A TALENT AGENCY CONTRACT. ONLY A TALENT AGENT LICENSED PURSUANT TO SECTION 1700.5 OF THE LABOR CODE MAY ENGAGE IN THE OCCUPATION OF PROCURING, OFFERING, PROMISING, OR ATTEMPTING TO PROCURE EMPLOYMENT OR ENGAGEMENTS FOR AN ARTIST. PROVIDER, STAGE 32, LLC, IS PROHIBITED BY LAW FROM OFFERING OR ATTEMPTING TO OBTAIN AUDITIONS OR EMPLOYMENT FOR YOU. IT MAY ONLY PROVIDE YOU WITH TRAINING, COUNSELING, OR LISTING INFORMATION. FOR MORE INFORMATION, CONSULT CHAPTER 4.5 (COMMENCING WITH SECTION 1701) OF PART 6 OF DIVISION 2 OF THE LABOR CODE. A DISPUTE ARISING OUT OF THE PERFORMANCE OF THE CONTRACT BY THE TALENT SERVICE THAT IS NOT RESOLVED TO THE SATISFACTION OF THE ARTIST SHOULD BE REFERRED TO A LOCAL CONSUMER AFFAIRS DEPARTMENT OR LOCAL LAW ENFORCEMENT, AS APPROPRIATE. YOUR RIGHT TO CANCEL** You may cancel this contract and obtain a full refund, without any penalty or obligation, if notice of cancellation is given, in writing, within 10 business days from the above date or the date on which you commence utilizing the services under the contract, whichever is longer. For purposes of this section, business days are Monday through Friday. To cancel this contract, mail or deliver or send by facsimile transmission a signed and dated copy of the following cancellation notice or any other written notice of cancellation to Stage 32, LLC at 23233 N. Pima Rd, Suite 113-148, Scottsdale, AZ 85255, e-mail address support@stage32.com and Internet Web site address www.stage32.com, NOT LATER THAN MIDNIGHT OF the 10th day following the date of execution of this Agreement set forth above. If the contract was executed in part or in whole through the Internet, you may cancel the contract by sending the notification to: support@stage32.com. **CANCELLATION NOTICE** I hereby cancel this contract. Dated: Artist Signature. If you cancel, all fees you have paid must be refunded to you within 10 business days after delivery of the cancellation notice to the talent service. Participant acknowledges and agrees that Participant may not cancel this contract or obtain a full refund after ten (10) business days from commencement of services under the contract.

THIS AGREEMENT IS HEREBY EXECUTED ON BEHALF OF PROVIDER, STAGE 32, LLC, BY ITS CHIEF EXECUTIVE OFFICER, RICHARD BOTTO.

PARTICIPANT HEREBY ACKNOWLEDGES, AND AGREES TO, ALL OF THE TERMS, CONDITIONS AND OTHER PROVISIONS OF THIS AGREEMENT ON THIS DAY _____