



TOP MANAGEMENT TRAINING • COACHING • CONSULTING SINCE 1972
• TOPMGT LLC TERMS & CONDITIONS — 01MAY2017 •

The following TOPMGT LLC Terms and Conditions are provided by TOPMGT LLC, an Oregon USA Limited Liability Company. At TOPMGT LLC our goal is 100% customer satisfaction. Our sincere intent is to make every effort to accommodate your needs, honor your privacy, maintain the highest professional training and development standards, and protect all personal and confidential information.

BY REGISTERING FOR TOPMGT LLC TRAINING, COACHING, AND/OR CONSULTING, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT.

- 1. Intellectual Property Rights, Confidentiality, and Non-Compete.** TOPMGT LLC attendee or organization client hereby understands that the tools, processes, strategies, materials and information presented are confidential, copyrighted, and proprietary and agrees not to record, duplicate, distribute, teach or train from presentation strategies and/or materials in any manner whatsoever without the express written permission of TOPMGT LLC. Any unauthorized use or distribution of these proprietary concepts, materials, and intellectual property by you or your representatives is prohibited and TOPMGT LLC will pursue legal action and full damages to protect its rights, if these terms and/or conditions are violated. By registering and attending a TOPMGT LLC presentation, you agree that you will not tell anyone our trade secrets and will not use any of the information available to compete against us. No competitors or future competitors are permitted access to our information, and any such access by third parties is unauthorized. You agree that you will not copy, record, publish, compile, reproduce, republish, use or resell for any competing commercial purpose any information presented and you agree to not use any device, software or routine that may extract, copy, modify, import, export, replicate, scrape or otherwise deliver, in any manner, the data and information on this site and in any TOPMGT LLC training, coaching and/or consulting to you or anyone else. If you do so, then you agree that we are suffering irreparable injury and that an injunction or temporary restraining order may be entered by any court sitting in the State of Oregon and as may be required in the state or province in which you attend a program prohibiting the use of such information and requiring, without limitation, that any domain name and/or business used to advertise in any way written or otherwise as a competing use be redirected away from the site and any other business venue. In addition, you agree to pay all reasonable attorney's fees and costs incurred in enforcing these provisions. TOPMGT LLC for this event is using JotForm secure web-based software to make it easier for you, the Registrant, to register online and the PayPal's secure payment system.



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2. **Privacy.** TOPMGT LLC, Eventbrite, JotForm, and PayPal® agree to safeguard the information you provide and make it available only as part of TOPMGT LLC program development and delivery.
3. **Registration Fees.** The registration fee listed for each TOPMGT LLC per participant are payable by credit or debit card through PayPal® Secure Payment System. TOPMGT LLC reserves the right to change registration fees for future clients.
4. **TOPMGT LLC Rescheduling, Transfer, Cancellation & Refund Policy.**
 - 4.1. **Rescheduling and Transfers.** If you cannot attend your scheduled program, you may transfer to a future program or send someone to take your place or you may reschedule the program to another date within 6 months of registration. No transfers will be accepted less than 30 days prior to the program start-date. This transfer offer is valid for programs up to six months after registering for the original program.
 - 4.2. **Refund.** 5CBR MasterClass attendees may be entitled to a full refund (less 20% cancellation charge to cover administration and logistics costs), if notice of cancellation is received 30 days prior to the program start-date and attendance at a like program in the future is not possible. Notification must be received by e-mail to: registrar@topmgt.com. Attendees will be liable for the entire program fee for less than 30-day notice or failure to attend. After one year, TOPMGT LLC reserves the right to refuse substitutions or refunds.
 - 4.3. **Cancellation.** In the unlikely event of the TOPMGT LLC program being cancelled or rescheduled, TOPMGT LLC will make a full refund for Regular Registrations. Discount Registrations, namely Early Registrations and Other Discount Registrations may choose a future program; however, a refund will not be given. Reimbursement is limited to the course registration fee and does not include compensation for third party expenses associated with travel and accommodations. Refund payments will be made by Corporate or Certified Check within 45 days. Every attempt is made to offer this program as announced.
5. **Modification.** It may be necessary for reasons beyond the control of TOPMGT LLC to change the program content, training materials, number of attendees, food and beverage offerings, time, presenter, date or location. TOPMGT LLC reserves the right to modify program format, content and all relevant materials, adjust program faculty, location, dates, number of attendees, times and tuition to accommodate unanticipated occurrences without prior notice.



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- 5.1. If a program is canceled or rescheduled, TOPMGT LLC will notify registered participants in writing via the e-mail provided by the registered participant.
 - 5.2. TOPMGT LLC is not responsible for any expenses incurred by registrants due to program adjustments or cancellations, including hotel and airline reservations.
 - 5.3. TOPMGT LLC reserves the right to limit the number of attendees per client organization in cases where demand exceeds availability of seats.
 - 5.4. Training Schedule Updates. Training schedules are subject to change to included but not limited to program training times, dates, places and prices without prior notice.
6. **Views, Interpretations and Recommendations.** TOPMGT LLC is not responsible for the views, interpretations, or recommendations made in any program, which reflect the positions of its attendees.
7. **Liability Disclaimer.** No Professional Advice. TOPMGT LLC presentations are based upon a scholar-practitioner model and our intent is to always present solid, researched-based information and content. TOPMGT LLC are provided for information purposes only. The information contained in or made available by TOPMGT LLC is not intended to replace or substitute for the services of licensed professionals in any field, including, but not limited to, mental, financial, medical, psychological, or legal fields. TOPMGT LLC, therefore, does not offer any professional personal, medical, financial or legal advice and none of the information contained in the program should be assumed as such advice. Attendee agrees that responsibility and accountability for their decisions, actions, and consequences thereof are the attendees exclusively and by your participation in this program, you agree not to hold us, TOPMGT LLC, liable for any decisions, actions, or results that you make or experience. Please consult your physician or other medical professional before beginning any executive training, nutrition, or supplementation program.
8. **Liability Waiver.** TOPMGT LLC takes every possible measure to ensure attendee safety at the program, we cannot, however, control everything. For this reason, attendee is legally responsible for their own safety and behavior before, during, and after the program in their travels and attendance. Should attendee require emergency medical treatment while attending this program, the attendee acknowledges and agrees to be financially responsible for any medical or legal bills that may be incurred because of emergency medical treatment. TOPMGT LLC does not accept responsibility for any loss or damage to,



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nor for any personal injury incurred by, attendees at our programs, whether within the program venue or otherwise

9. **Website Content.** TOPMGT LLC websites, content and services made available are provided on "AS IS" and "AS AVAILABLE" basis. TOPMGT LLC does not make any express or implied warranties, representations, or endorsements whatsoever. Under no circumstances shall a TOPMGT LLC presentation be liable for any direct, indirect, incidental, special, or consequential damages for any use of the Site. In no event shall TOPMGT LLC presentation's total cumulative liability exceed the fees paid to TOPMGT LLC by you.
10. **Indemnification.** You agree to indemnify, defend and hold TOPMGT LLC and its affiliates, officers, directors, employees, presenters and agents harmless from and against all claims, demands, actions, costs, liabilities, losses and damages of any kind (including reasonable attorney's fees) resulting from (i) your use of the Site, (ii) your use of products, services, or information provided through the Site, or (iii) your breach of any provision of this Agreement. TOPMGT LLC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with TOPMGT LLC in asserting any available defenses.
11. **Review, Jurisdiction, Governing Law & Choice of Forum**

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Oregon Attendee agrees that any dispute that arises out of or relates to these Terms will be resolved via non-binding mediation in the State of Oregon via a professional mediator obtained by TOPMGT LLC and if a successful mediation is not reached, to binding arbitration arbitrated in the State of Oregon in accordance with the policies set forth by the American Arbitration Association. If any of these Terms of use are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms of use, and will not affect the validity and enforceability of the remaining provisions. This Agreement and access to the Site and the respective State or Province in which the TOPMGT LLC presentation is conducted, exclusive of its conflict of law rules and matters affecting copyrights, trademarks and patents under U.S. federal law. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Oregon and of the United States of America for any litigation or disputes arising out of or relating to use of the program and not to commence any litigation relating thereto except in such courts. You hereby irrevocably and unconditionally waive any objection to the establishment of venue of any such litigation in the State of Oregon and agree not to plead or claim in any State of Oregon Court that such litigation brought therein has been brought in an inconvenient forum.

ALL REFERENCES TO TOPMGT LLC ABOVE SHALL BE DEEMED TO INCLUDE TOPMGT LLC, AS APPLICABLE, IT'S PARENT AND AFFILIATE COMPANIES. AND ALL REFERENCES TO "EVENTBRITE INC." ABOVE SHALL BE DEEMED TO INCLUDE ACTIVE REGISTRATON, AND, AS APPLICABLE, IT'S PARENT AND AFFILIATE COMPANIES, JOTFOR AND, AS APPLICABLE IT'S PARENT AND AFFILIATE COMPANIES, AND PAYPAL AND, AS APPLICABLE, IT'S PARENT AND AFFILIATE COMPANIES.