THE UNSTOPPABLE

Participation Agreement

This Participation Agreement (the "Agreement") is entered into between The Broadway Dance Collective, Inc., a New York corporation, dba Strength On Stages ("Strength On Stages", "Company" or "we") and the individual or entity accepting this Agreement ("Participant" or "you"). This Agreement may refer to Participant and the Company individually as a "party" or collectively as the "parties."

This Agreement explains what you are purchasing, what Strength on Stages will provide, what we expect from you, and your payment obligations. **PLEASE READ IT CAREFULLY BEFORE ACCEPTING THIS AGREEMENT**.

THE PROGRAM

You are enrolling in **The Unstoppable** program for a period of twelve months (the "Program"). During the Program, you will receive access to the following services ("Services"), subject to the terms of this Agreement:

1. **Weekly Live Instruction**. Strength On Stages will provide live sixty to ninety (60-90) minute training sessions approximately once per week focused on strategic instruction, implementation planning, and business execution. Sessions are conducted via live virtual platform unless otherwise specified by Company.

2. **Midweek Implementation Support Call.** Strength On Stages will provide live midweek support calls approximately once per week dedicated to implementation questions, tactical support, and execution refinement. Support calls are designed to address program-related implementation questions and are not private consulting sessions.

3. **Structured Weekly Assignments**. Participant will receive structured weekly assignments designed to support implementation and business progress. Assignments are action-based and intended to drive measurable results.

4. **Client Success Oversight**. Participant will be assigned a Client Success Coordinator who will provide accountability check-ins via text and/or email during the Program. The purpose of these check-ins is to support program engagement and progress. Client Success Coordinators **do not and can not** provide legal, financial, therapeutic, or individualized business advisory services beyond the scope of the program curriculum. You are responsible for your own participation, decisions, actions, and implementation. If you choose not to attend sessions, complete the work, use the materials, or implement what you learn, your opportunity to benefit from the Program may be reduced.

5. **Access to Replays**. Live sessions will be recorded and made available to Participants during the Program via the designated program portal. Replay access is provided for convenience and does not substitute for live participation.

At its sole discretion, Strength On Stages will establish the date and time for training sessions, support calls, and check-ins described above and does not guarantee specific days or times. Strength on Stages may make reasonable changes to instructors, schedules, delivery methods, curriculum, or Program materials when necessary, provided that those changes do not materially reduce the overall services purchased.

Parts of the Program may be delivered using third-party platforms for video conferencing, course hosting, community interaction, scheduling, or payment processing. You are responsible for having reasonably adequate internet access and equipment to participate. Strength on Stages is not responsible for temporary outages, interruptions, or failures caused by third-party platforms or circumstances outside its reasonable control. We

will make reasonable efforts to provide an alternative or reschedule a material live session if a significant technical failure on our side prevents delivery.

The Services described above constitute the full scope of included program services. Any additional private consulting, live events, travel, in-person intensives, or premium add-ons are not included unless expressly stated in writing.

From time to time, the Strength on Stages may, at its sole discretion, offer additional bonuses, resources, or experiences to participants of the Program. These may vary over time, are not guaranteed, and are not part of the Services.

FEE AND PAYMENT TERMS

PROGRAM FEE. The fee for the Program is $36,000 (the "Program Fee"). By accepting this Agreement and enrolling in the Program, you are purchasing the entire Program and agreeing to pay the entire Program Fee. Your obligation to pay the Program Fee is incurred when you enroll, subject only to any cancellation or refund right that cannot lawfully be waived. You may elect to pay the Program Fee in installments, as outlined below, however, if you elect to pay the Program Fee in installments, the installment arrangement is provided solely as a convenience to allow you to pay the Program Fee over time. **The installment plan is not a month-to-month subscription or membership.** The payment plan options are as follows:

> **Plan 1: Pay in Full:** Participant shall pay the Program Fee in full in two payments, an initial deposit of $3000 payable immediately upon enrollment in the Program and acceptance of this Agreement and a final payment of $27,000 within 24 hours of enrollment in the Program and acceptance of this Agreement. This Plan 1 option results in a $6,000 discount off the total Program Fee.
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> **Plan 2: Installment Plan:** Participant shall pay an initial deposit of USD $3,000 upon execution of this Agreement, followed by eleven (11) consecutive monthly payments of $3,000 each beginning on October 15, 2026.

If you receive financing through a third-party, you do so subject to its terms and conditions. Strength On Stages will not be liable for any loss or damage to you that arises out of or results from an action by the third party.

FAILED OR LATE PAYMENTS. You agree to maintain a valid payment method while any amount of the Program Fee remains due and outstanding. If a scheduled payment fails, we may notify you and provide you an opportunity to update your payment information. If any payment outlined in this Agreement remains unpaid after the fifth business day following its due date, Strength On Stages reserves the right to assess a penalty fee of ten percent (10%) of the payment due at its sole discretion. We reserve the right to restrict your access to the Services, or terminate your participation in the Program unless and until all outstanding payments and assessed penalties are paid in full. Suspension or termination of your access does not, by itself, cancel the unpaid balance of the Program Fee. If any Payment remains unpaid 30 days after the initial due date, your account will be referred to our collections agency. To the extent permitted by applicable law, you will also be responsible for reasonable costs actually incurred by Strength on Stages in collecting amounts properly due under this Agreement, including reasonable attorneys' fees and collection costs where recoverable by contract or law.

CREDIT CARD AUTHORIZATION AND CHARGEBACKS. To the extent Participant provides the Company with credit card or other payment information, Participant authorizes the Company to charge such payment method for all fees due under this Agreement on the dates set forth herein, without requiring separate authorization for each charge. If the Participant elects to pay in installments, Participant authorizes the Company to automatically charge each installment when due.

Cancelling, disputing, or reversing a charge, or cancelling or changing a payment method, does not relieve

Participant of their obligation to pay all amounts owed under this Agreement. Participant remains fully responsible for all contracted payments regardless of payment method. You remain responsible for arranging another lawful method of payment for amounts that are properly due.

Participant agrees not to initiate any chargeback, payment dispute, or payment reversal with their bank or payment provider without first providing written notice to the Company and making a good-faith effort to resolve the issue directly with the Company. Initiating a chargeback or dispute in violation of this Agreement constitutes a material breach.

If a chargeback, dispute, or payment reversal is initiated, the Company reserves the right to:

a) Immediately suspend or terminate Participant's access to the program and any related materials or services; and
b) Recover the disputed amount, along with any chargeback fees, administrative costs, or legal fees incurred by the Company as a result.

REFUND POLICY

Except as expressly stated in this Agreement or required by applicable law, all payments are non-refundable.

Participant acknowledges and agrees that a substantial portion of the value of the Program is delivered to Participant at or near the start of the Program, including but not limited to:

(a) immediate access to the Program's proprietary frameworks, curricula, tools, and materials upon enrollment;
(b) enrollment in and access to the Program's private network and community of participants, coaches, and mentors;
(c) access to instruction and mentorship from Robert Hartwell; and
(d) the administrative, coaching-resource, and capacity commitments Strength On Stages makes to Participant immediately upon enrollment, including reserving Participant's place in the Program and allocating coaching, mentorship, and support resources to Participant for the full duration of the Program.

Participant acknowledges that the foregoing constitutes significant, non-recoverable value delivered to Participant regardless of Participant's subsequent attendance, participation, or completion of the remainder of the Program. In consideration of this upfront access and value, and in consideration of Strength On Stages' commitments described above, the Program Fee (whether paid in full or via the installment schedule set forth herein) is fully earned upon enrollment and is non-refundable, except as and to the extent expressly required by applicable law, including any statutory cancellation right set forth in this Agreement.

Because Strength on Stages commits resources, coaching capacity, Program access, and other resources when a participant enrolls, we do not provide refunds merely because a participant does not participate, does not complete the Program, or is dissatisfied with their results.

Except where otherwise required by law, **WE WILL NOT REFUND THE PROGRAM FEE** and you remain responsible for the unpaid balance of the Program Fee if you:

- stop attending or participating;
- fail to complete assignments or coursework;
- stop accessing the Program platform or materials;
- decide the Program is no longer convenient for you;

- experience a change in your personal or business circumstances;
- do not obtain the results you hoped for or expected;
- disagree with or decide not to implement Program recommendations;
- choose to withdraw from the Program; or
- are removed from the Program for a material violation of this Agreement.

Nothing in this Agreement is intended to waive any cancellation, refund, or other right that applicable law does not permit you to waive.

PARTICIPANT OBLIGATIONS

PERSONAL EFFORT. The Program is an active coaching and educational experience, not a passive product. We encourage you to attend sessions, complete exercises and assignments, engage with coaching, ask questions, and make reasonable efforts to implement the concepts taught in the Program. You understand that the value you receive from the Program is dependent upon your level of participation in the Services. To get the most out of the Service, you must also work to implement the tools and strategies learned throughout the Service and make considerable efforts toward your own business development. At the same time, **participation and effort do not guarantee any particular result.** Completing the Program, following the curriculum, attending all sessions, or implementing any strategy discussed in the Program does not assure any particular business, financial, professional, or personal outcome. You are responsible for requesting support from us when needed.

NO DISCRIMINATION. The Strength On Stages coaching team is a diverse group of coaches, most of whom are queer or people of color. You attest that you welcome the opportunity to be coached, led, and directed by a diverse group of coaches

COMMUNITY GUIDELINES. You acknowledge that you have reviewed the Strength On Stages Community Guidelines and will abide by these standards while operating in and/or representing the Strength On Stages community. Strength on Stages may suspend or terminate your participation for conduct that in our sole discretion materially interferes with the Program or the rights of other participants, which shall be deemed a material breach of this Agreement. Such conduct includes but is not limited to:

- harassment, threats, or abusive conduct;
- unlawful discrimination;
- intentional disclosure of another participant's confidential information;
- unauthorized distribution of Program Materials;
- fraud or material misrepresentation;
- repeated material disruption of Program sessions; or
- other material violations of this Agreement.

STAFFING DISCRETION. You understand that you will be coached by experts and advisors from the Strength On Stages Coaching Team and/or its guest partners and acknowledge that the Company shall staff all sessions and coaching positions pursuant to its own discretion and does not guarantee the participation or availability of any specific coach in any specific session or in the Program.

IN-PERSON EVENTS. You understand that the Program includes in-person events. The events will not be livestreamed. You are required to make your own travel arrangements to the events.

CANCELLATION & NO REFUNDS. You understand and acknowledge **the Refund Policy set forth in this Agreement.** Except as expressly provided for in this Agreement or required by applicable law, we will provide no partial or full refunds for any reason.

COACHING IS NOT PROFESSIONAL ADVICE. The Program provides educational information and coaching. Strength on Stages, including its coaches and other staff, is not acting as your lawyer, accountant, tax adviser, financial adviser, investment adviser, therapist, or other licensed professional merely by providing the

Program. You are responsible for obtaining appropriate professional advice concerning legal, tax, accounting, financial, regulatory, health, or other specialized matters affecting you or your business. You remain responsible for all business and professional decisions you make.

NO GUARANTEES. The Company does not guarantee any outcome of the Services and comments or statements the Company may have made about the outcome of participation in the Program is an expression of general opinion only. We make no guarantees other than that the Services described in this Agreement shall be provided to you in accordance with this Agreement. You acknowledge that we cannot guarantee any results of the Services, as such outcomes are based on subjective factors (including, but not limited to, your participation) that cannot be controlled by us.

TERMS AND CONDITIONS. You have read and agreed to the Company's Terms and Conditions. To the extent that this Agreement conflicts with the Terms and Conditions, this Agreement will prevail with respect to the Program.

YOUR INDIVIDUAL USE ONLY. Enrollment in the The Unstoppable is for one individual only **and is non-transferrable**. Access to the Program, including all coaching calls, community spaces, retreats, and materials, is non-transferable and may not be shared, delegated, or extended to any other person, including but not limited to business partners, employees, contractors, or family members. Attendance by non-enrolled individuals is strictly prohibited without prior written consent from Strength On Stages. Your violation of this provision is a **material breach** of this Agreement.

CONFIDENTIALITY OF AND RESPECT FOR OTHER PARTICIPANTS. Group participation can involve candid discussions about businesses, finances, professional challenges, strategies, and personal experiences. You agree to respect the privacy of other participants. You will not intentionally disclose another participant's confidential or non-public business or personal information outside the Program without that participant's permission. You may discuss your own experience and the general skills or concepts you learn, but you should not identify another participant or disclose that participant's confidential information. Strength on Stages cannot guarantee that another participant will comply with these obligations, and you should use reasonable judgment about information you choose to share in a group setting.

BUSINESS AND PROFESSIONAL PURPOSES. The Program is designed primarily for entrepreneurs, business owners, professionals, and others seeking training in connection with their business or professional activities. By enrolling, you represent that you are purchasing the Program primarily for business or professional development purposes. If that is not accurate and you are purchasing the Program primarily for personal, family, or household purposes, you should notify Strength on Stages before signing this Agreement so that any consumer rights applicable to your purchase can be appropriately addressed. Nothing in this provision waives rights that cannot lawfully be waived or determines your legal status under applicable law where the law provides otherwise

PROPRIETARY RIGHTS IN PROGRAM MATERIALS

LIMITED LICENSE, NON-DISCLOSURE. Strength on Stages and its licensors retain all ownership rights in the Program and its materials, including "The Unstoppable Operating System" and all videos, recordings, presentations, workbooks, worksheets, frameworks, templates, exercises, written materials, graphics, methodologies, and other content (**"Program Materials"**).

During the duration of the Program, Strength on Stages grants you a limited, personal, non-exclusive, non-transferable license to use the Program Materials for your own business and professional development.

You may use what you learn in operating your own business. However, unless we give you prior written permission, **you may not**:

- reproduce or distribute Program Materials;

- share your login or Program access;
- sell, sublicense, or commercially distribute Program Materials;
- use Program Materials to create or operate a competing training or coaching program;
- post Program recordings or materials publicly;
- record sessions in which other participants are present; or
- remove copyright, trademark, or other proprietary notices.

Your obligations under this section continue after the Program ends. This license is limited to the during of the Program and automatically terminates 12 months after your enrollment in the Program begins, or immediately upon the early termination of this Agreement. Any violation of this provision is a **material breach** of this Agreement.

ARTIFICIAL INTELLIGENCE (AI) USE RESTRICTIONS. Participant acknowledges that the Company's Program Materials and other proprietary content, including but not limited to curriculum, coaching frameworks, business strategies, training models, materials, and community interactions (collectively, "Proprietary Information") are proprietary and confidential to the Company. To safeguard the Company's rights and maintain the integrity of the Program, Participant agrees not to input, upload, share, or otherwise expose any Program Materials or other Proprietary Information to any artificial intelligence ("AI") system, platform, model, or tool, including but not limited to ChatGPT, Claude, Gemini, Copilot, Midjourney, or any other generative AI technology, without prior express written consent from the Company. This includes, but is not limited to, the following specific prohibitions:

a. **Submitting Company Content to AI Systems** – Including uploading, copying, or pasting any written, visual, or audio content from the Program into AI tools for analysis, synthesis, rewriting, repurposing, training, ideation, or any other use.
b. **Training AI Models Using Company Content** – Including the use of any Company information, materials, curriculum, frameworks, strategies, or proprietary processes in datasets or training material for machine learning or generative AI tools.
c. **Creating AI-Generated Derivative Works** – Including using AI to create content, tools, coaching programs, business offerings, or educational materials that incorporate or are based on Strength On Stages's proprietary and/or confidential information.
d. **Using AI Tools to Reproduce or Compete** – Including using AI to replicate, simulate, adapt, or modify Company content in a manner that directly or indirectly competes with Strength On Stages offerings or creates confusion about the origin or authorship of the materials.

Any violation of this section shall constitute a material breach of this Agreement. Upon any such breach, the Company reserves the right to immediately terminate Participant's access to the Program without refund and pursue any and all legal remedies available, including but not limited to injunctive relief and monetary damages. Participant further agrees to notify the Company immediately upon becoming aware of any actual or potential unauthorized use of Proprietary Information in connection with AI tools and to fully cooperate with the Company in investigating and remedying any such use.

LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, neither party will be liable to the other for consequential, incidental, special, exemplary, or punitive damages arising from this Agreement, including lost profits or lost business opportunities, except to the extent such damages cannot lawfully be excluded.

To the fullest extent permitted by law, Strength on Stages' aggregate liability arising out of the Program or this Agreement will not exceed the amount of the Program Fee actually paid by you.

These limitations do not apply to liability that applicable law does not permit the parties to limit.

MISCELLANEOUS

a. Photo and Video Release. By participating in the Program, Participant understands that portions of the Program may be recorded in video and audio and/or captured in still and/or digital photographs by the Company. Participant agrees that the Company and its assigns have the right and permission to use such recordings and photographs for any purpose, in perpetuity, without further compensation, permission, or notification to Participant.

b. Terms and Conditions. The Terms & Conditions set forth on the Company website and available through the link in Section 4 herein shall apply to the extent that such Terms & Conditions concern the Program or general interactions with the Company. Such Terms may be amended from time to time and are effective upon publishing on the Website. If there is any conflict between this signed Agreement and the Terms & Conditions concerning the Program, Program Fee, installment obligations, cancellation, refunds, the Services, or any other conflict, **this Agreement controls**.

c. Material Breach. Upon any material breach of this Agreement by you, the Company may immediately terminate Participant's access to the Program without refund and pursue any and all legal remedies available, including but not limited to injunctive relief and monetary damages.

d. No Warranties. Except for the express commitments in this Agreement, the Program and Program Materials are provided on an "as available" basis to the fullest extent permitted by applicable law. Strength on Stages does not warrant that the Program will meet every participant's individual expectations or that participation will produce any particular result. Nothing in this section limits an express contractual obligation undertaken by Strength on Stages or excludes a warranty or remedy that applicable law does not permit us to exclude.

e. Amendment. Except as provided for in this Agreement, no amendment, change or modification of this Agreement will be valid unless in writing signed by the parties.

f. Force Majeure. The Company shall not be liable for any costs, loss, or damages due to delay or nonperformance under this Agreement arising out of causes beyond the Company's control ("Force Majeur Events"), which are results of acts of God, governmental action, war, invasion, natural disaster, outbreak or pandemic, or widespread wireless communication, internet, or power failure.

g. **Notices.** Any Notice made pursuant to this Agreement shall be complete when directed to the parties as follows:

If to The Unstoppable – legal@bwaycollective.com

If to Participant, to the email address Participant provided upon enrollment in the Program

h. Governing Law & Venue. The laws of the State of Massachusetts, without reference to conflict of law provisions, will govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. Any dispute arising in connection with this Agreement must be brought exclusively in a state or federal court located in Boston. The parties consent to the jurisdiction of such courts, and of the appropriate appellate courts, in any such suit, action or proceeding and waive any claim of *forum non conveniens*.

i. **Severability.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement will nevertheless remain in full force and effect.

j. **Attorney's Fee.** The Parties agree that this Agreement constitutes a Business Contract within the meaning of Massachusetts General Statutes $6-21.6, such that this reciprocal attorney's fees clause is valid and enforceable. In any action at law or equity to enforce this Agreement or the rights of either of the Parties, the prevailing Party in such action or suit shall be entitled to receive a reasonable sum for its attorney's fees and all other reasonable costs and expenses incurred in such action or suit.

k. **Entire Agreement.** This Agreement, and any document incorporated by reference herein, constitutes the entire understanding and agreement of the Parties. All prior agreements, understandings, and representations are terminated in their entirety and are of no force or effect.



ROBERT HARTWELL
CEO + EXECUTIVE PRODUCER