

Women Get Funded - Sponsor Program

Terms and Conditions

We are so pleased to have you join the WOMEN GET FUNDED SPONSOR Program. In order for you to become a new independent supporter of our mission, we need to agree on the terms that will govern our relationship. WOMEN GET FUNDED is a program of the Wealththing® Institute, part of Ventures Latinas LLC, a corporation located at 555 Bryant St, #234, Palo Alto, Ca, 94301. In this document, "WOMEN GET FUNDED" refers to the program itself, as part of the corporation.

You agree to engage with Ventures Latinas in representation of your organization, as stated in the form you filed.

IMPORTANT NOTICE

Please read carefully the terms of this "Sponsor Agreement" and only click on the "I agree" button if you agree to be bound by these terms.

By clicking on the "I agree" button, you acknowledge and confirm that (1) you have read, understand and agree to be bound by the terms of this agreement, you can act in representation of the organization or the individual that is sponsoring, and (2) you are 18 years of age or older.

If you do not agree to all terms and conditions of this agreement, or if you do not meet all of these criteria, you must click on the "cancel" button to discontinue the process of becoming a WOMEN GET FUNDED affiliate.

You agree that when you click "I agree" to become a WOMEN GET FUNDED SPONSOR and agree to the terms and conditions of this agreement, you will "sign" this agreement electronically and you will be legally bound by the terms and conditions set forth below.

Agreement

1. MISSION. I understand that the mission of WOMEN GET FUNDED is to increase competence and confidence in women who want to access resources to run and grow their organization. WOMEN GET FUNDED is an **Online Training Program**, managed by the Wealththing® Institute.

2. ACTIVITIES. I understand that, as a WOMEN GET FUNDED sponsor, I can but don't have to promote WOMEN GET FUNDED's services (the "Services") as a training program. I will never promote WOMEN GET FUNDED as a funding or consulting service. I also understand that I will not provide WOMEN GET FUNDED training by myself or my organization independently to any client or potential customer of WOMEN GET FUNDED. Additionally, I

will not condition the purchase of any product or service I or any other person or organization provides as a requisite to purchase the WOMEN GET FUNDED online training or any of the products or services provided by the Wealthing® Institute.

3. SPONSORSHIP LEVELS. There are three levels of sponsorship: Platinum (US\$10,000), Gold (\$5,000), and Silver (\$1,000). Each level has unique benefits.

Platinum

Premier Conference Sponsor.
Thirty seconds corporate presentation on Program Video Introduction.
Two online fireside chats / mentoring sessions exclusive to Sponsor's network.
Program Partial 50% Fellowship to 10 participants to Full Program.
Logo and web link on the Conference website home page and sponsor page.

Gold

Conference Sponsor
Landing Page
Program Partial 50% Fellowship to 4 participants to Full Program.
Logo and web link on the Conference website home page and sponsor page.

Silver

Conference Sponsor
Landing Page.
Program Partial 50 % Fellowship to 1 participant to Full Program.
Logo and web link on the Conference website home page and sponsor page.

Sponsor agrees to provide the following to Women Get Funded for use in marketing and promotion materials:

1. Logo in high resolution.
2. Contact information and URL link to include in logo.
3. Selection criteria for applicants if any.
4. Any relevant information about sponsor's support that can be used for marketing purposes when approved by both sponsor and Women Get Funded.
5. Selection of candidate 15 days prior to commencement of program.

Any reasonable effort in promoting the program through Sponsor's network.

The WOMEN GET FUNDED Sponsor online platform will grant me access to a personal and non-transferable folder with all creative materials I can use within the WOMEN GET FUNDED Affiliate Portal. The portal is managed by an independent supplier: Ontraport.

I acknowledge that the Sponsor role is non-transferrable, and I will not grant access to my folder to other parties.

Payment Terms: Ventures Latinas will issue an invoice according to the Selected Sponsorship Package within 30 days of receipt of this agreement.

4. WOMEN GET FUNDED PROMOTIONAL MATERIALS. I commit to using materials generated and/or approved by WOMEN GET FUNDED in my promotional efforts, without any change. These include, for example: sample books, sample notecards, guides, videos, pictures and graphics.

5. RESPONSIBILITIES. I understand and agree that the manner and means used to promote WOMEN GET FUNDED are in my sole discretion and control. However, I will at all times conduct myself with the highest degree of professionalism, behave in a legal, ethical and business-like manner and maintain the highest standards of integrity, honesty and responsibility in my dealings with WOMEN GET FUNDED, its staff, customers and other sales representatives. I further understand and agree to all of the following conditions:

- a. I will present WOMEN GET FUNDED's products and services in a truthful and sincere manner and will not engage in any activity or action that may damage WOMEN GET FUNDED's reputation or the reputation of its products or services.
- b. I will not use the WOMEN GET FUNDED trademark or trade names in any advertising, on the Internet or in literature other than material published by WOMEN GET FUNDED, without first obtaining the express written permission of WOMEN GET FUNDED.
- c. I will direct orders for WOMEN GET FUNDED customers through the WOMEN GET FUNDED website and/or mobile application for the full amount due, plus applicable shipping and tax charges, if any.
- d. I will protect all personally identifiable information collected from customers via an order form in compliance with the terms and conditions of the WOMEN GET FUNDED Privacy Policy. I understand that any use of a customer's personally identifiable information in a manner inconsistent with the WOMEN GET FUNDED Privacy Policy will be deemed a breach of my obligations under this Agreement and grounds for immediate termination of this Agreement.
- e. I allow WOMEN GET FUNDED to perform a background check on me, including character and credit-standing, and I will provide any information that WOMEN GET FUNDED requests for the purpose of determining my status as a WOMEN GET FUNDED affiliate.
- f. I will comply at all times with WOMEN GET FUNDED's policies and procedures, including without limitation WOMEN GET FUNDED's Terms of Service and Privacy Policy.

6. MATERIALS AND INFORMATION. I agree to provide my own equipment and other materials at my own expense. I understand that WOMEN GET FUNDED shall be responsible for all pricing, billing and shipment of products to any customer.

7. INDEPENDENT CONTRACTOR RELATIONSHIP. I understand that WOMEN GET FUNDED is not my employer. My relationship with WOMEN GET FUNDED will be that of an independent contractor, and nothing in this Agreement should be construed to create an employer-employee relationship or any other relationship other than that of an independent contractor.

I understand I will not be entitled to any of the benefits that WOMEN GET FUNDED makes available to its employees, such as group insurance, vacations, sick leaves, and retirement plans, and that I will be solely responsible for all tax returns and payments required with respect to my performance of services and receipt of fees under this Agreement.

I will have no authority to incur any debt, obligation or liability on behalf of WOMEN GET FUNDED, and I am not authorized to sign any contracts on WOMEN GET FUNDED's behalf. I will be responsible for all self-employment, social security, income taxes, and other reports required by my activities as a sales representative for WOMEN GET FUNDED. I agree to abide by all federal, state and local laws applicable to my activities. I will, at my own expense, file all reports and obtain any licenses that are required by law or regulation for me to perform my activities under this Agreement or the holding, selling, or advertising of WOMEN GET FUNDED products.

8. RESTRICTIONS: I agree that I will not do any of the following without WOMEN GET FUNDED's written consent, and that it will be a material breach of this Agreement for me to:

- a. Make any representations or warranties on behalf of WOMEN GET FUNDED, other than the ones contained in the WOMEN GET FUNDED marketing and promotional information;
- b. Sell or resell WOMEN GET FUNDED products directly or indirectly;
- c. Fail to follow any of WOMEN GET FUNDED's policies and procedures that are provided or otherwise communicated to me; or
- d. Promote WOMEN GET FUNDED or WOMEN GET FUNDED products through unsolicited or spam emails or otherwise violate any laws regulating electronic communications.

9. CONFIDENTIAL INFORMATION. To the extent that I am provided access to confidential information of WOMEN GET FUNDED, I agree that I will not use or disclose it in any manner other than as necessary to perform my promotional activities under this Agreement, which includes, but is not limited to, my agreement that I will not share such information with competitors of WOMEN GET FUNDED. I understand that any information provided to me by

WOMEN GET FUNDED shall be considered to be confidential information for purposes of this Agreement, unless WOMEN GET FUNDED states otherwise in writing, or I otherwise know such information to be publicly available. I also understand that, upon WOMEN GET FUNDED's request, I shall return to WOMEN GET FUNDED all information provided to me by WOMEN GET FUNDED, including all copies thereof. I understand that information includes hard-copy documents, as well as electronically stored information and all copies thereof.

10. ASSIGNMENT

- a. **Ownership of Work Product.** I hereby irrevocably assign to WOMEN GET FUNDED all right, title and interest worldwide in any work product that I create, or to which I contribute, pursuant to this Agreement, including all Proprietary Rights contained therein. The term "Proprietary Rights" shall mean all trade secrets, patents, copyrights, trademarks, mask works and other intellectual property rights throughout the world.
- b. **No Guild Production.** I understand and agree that my Services are not in connection with a guild production, and that WOMEN GET FUNDED is not a signatory to any guild.

10. Termination. I understand that I may terminate this Agreement (a) for convenience upon thirty (30) days' prior written notice to WOMEN GET FUNDED; or (b) immediately upon written notice to WOMEN GET FUNDED if WOMEN GET FUNDED is in material breach of this Agreement. WOMEN GET FUNDED may terminate this Agreement (a) for convenience upon thirty (30) days' prior written notice to me; or (b) immediately upon written notice to me if I am in material breach of this Agreement.

11. GENERAL PROVISIONS

- a. **Governing Law and Dispute Resolution.** This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state. To ensure the rapid and economical resolution of any disputes that may arise between the parties, the parties agree that any causes of action, in law or equity, including but not limited to any claims arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential mediation in the County of San Mateo, State of California. By agreeing to this mediation procedure, I agree to waive the right to resolve any such dispute through a trial by jury or judge or by administrative proceeding. All claims, disputes, or causes of action under this Agreement, whether by me or WOMEN GET FUNDED, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The mediator may not consolidate the claims of more than one person or entity and may not preside over any form of representative or class proceeding.

- b. Engagement of Services.** I understand and agree that my Services are non-exclusive, and WOMEN GET FUNDED reserves the right, in its sole discretion, to engage, employ, or contract with other independent contractors or other third parties regarding services that may be the same or similar to the Services. I understand that I have the right to engage in other professional activities, including the right to sell and/or represent any other company's products, provided that those products are not in direct or indirect competition with the business of WOMEN GET FUNDED.
- c. Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- d. Injunctive Relief.** I acknowledge that, because I will have access to confidential information of WOMEN GET FUNDED, any breach of this Agreement by me would cause irreparable injury to WOMEN GET FUNDED, for which monetary damages would not be an adequate remedy and, therefore, will entitle WOMEN GET FUNDED to injunctive relief. The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.
- e. Entire Agreement.** This Agreement is the final, complete and exclusive agreement between WOMEN GET FUNDED and me with respect to the subject matter hereof and supersedes and merges all prior discussions between us with respect to such subject matter. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by me and an authorized representative of WOMEN GET FUNDED.

Approved on behalf of the Wealthing® Institute on March 1st , 2019, by Alicia Castillo Holley, CEO.