

QUEEN'S COUNCIL

MASTERMIND AGREEMENT

With Phoenix Amara & Stephanie Jhala

The Queen's Council Mastermind is a place for you to bring your story to be heard, honored and acknowledged. We're devoted to showing up for you in support of your expansion. We're help to help you deepen into the gifts you came here to give, in receiving all that is here for you, and helping you shine in brilliance through your life's work, your business, your relationships, and your essence.

We're honoured to be your guides in this with you, excited about this journey we are about to embark on together. Know that we are all experts, guides and mirrors for one another. We are each other's teachers, students, and sisters.

TOGETHER - WITH US - YOU ARE GOING TO RISE! Spread your wings

With love + devotion, Stephanie Jhala & Phoenix Amara

Hey love,

We're looking forward to supporting you in your expansion this year! While we're committing to showing up, it's also important to have things written down with crystal clear clarity. This agreement, while filled with some legal jargon, is meant to keep us in alignment to what is being agreed to so we can get to the good stuff.

I want this to feel as easy and fun as it will be to work together! Don't you agree?

With that, here's what we're setting out together:

THIS SERVICE AGREEMENT is entered into once signing, by and between yourself (herein referred to as "Client") and Stephanie Jhala and Phoenix Amara, (herein referred to as "Company"), (each party collectively as "Parties"), in consideration of the mutual promises made herein.

WHEREAS, Company provides training and consultation in the areas of personal development, coaching and training, and support,

WHEREAS, Client wishes to retain Company on the terms and conditions set forth herein to provide such services,

NOW THEREFORE, in consideration of the mutual covenants stated herein, the Parties agrees as follows:

1. Commitment:

You are joining this program because you're ready to expand and desire support as you move into the next phase of your growth. By choosing to participate in the program you are committing to the full 12 months of the program, including the full financial investment. You understand that by joining, you will maximize the value of your investment by attending all support calls, virtual retreats, and actively showing up (even when things aren't going great!). This will contribute to fully getting the maximum out of this experience.

2. Program results: The real work for you to see the desired results is to be present and show up in this experience, through the good and the bad. While we are absolutely convinced that you will derive great benefits from the Program and that you should become as successful in your soulful and sacred business as you desire, your results are the results of the actions you take and the advice/feedback/support you receive and act upon. We of course cannot guarantee that you will attain a certain level of success or financial status as a result of this Program (for obvious legal reasons).

As with any experience, each person's success depends on many factors, including your personal motivation, time commitment, how effectively you implement the skills/support/exercises and your efficiency in following up on each one. The cost of this Program in an "investment" in yourself as a spiritual being, and, as with any investment, there is both great potential for a great return on your investment, and a risk there is no return on this investment (if you choose).

We can guarantee, however that you WILL learn a lot of usable and applicable techniques that, when followed by others, have achieved great results.

2. Services Company agrees to provide services of the **Queen's Council Mastermind** (herein referred to as "Program"). Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

2. Disclaimer Client acknowledges that neither the Company, their affiliates, nor any of their respective employees, agents, third parties, or licensors warrant that the services will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from these Events as to the timeliness, sequence, accuracy, reliability, completeness, or content of any information or service provided through the Events.

Client understands that the Company does not offer any representations, warranties, or guarantees, verbally or in writing, regarding your earnings, business profit, marketing performance, audience growth or any results of any kind. Client agrees that their results are dependent on various factors including but not limited to, skill, knowledge, ability, dedication, business acumen, and finances and in no way dependent on any information the Company provides to Client.

Except as specifically provided in this agreement or where the law requires a different standard, you agree that the Company is not responsible for any loss, property damage, death, illness or bodily injury, caused by your attendance at the Events. To the maximum extent permissible under applicable law, the Company will not be responsible to the Client or any third party claims through the Client for any direct, indirect, special or consequential, economic or other damages arising in any way out of your purchase or attendance at the Events.

Client understands that a coaching relationship does not exist between the parties after the conclusion of the Events. If the Parties continue their relationship, a separate agreement will be entered into.

3. Program Structure

The Program shall include:

- **24 (twenty four) 90 min-2 hour Group Coaching Calls with Phoenix Amara & Stephanie Jhala;** Calls twice a month. Includes recordings of All Calls.
- Annual Access to the Queen's Council Membership Resource Library with access to pre-recorded self-study masterclasses & resources.
- Monthly Guest Teacher Masterclass
- Private Queen's Council Mastermind Community on FB & Whatsapp

REGISTER BY DECEMBER 1ST & RECEIVE:

Access to pre-recorded LIVE 3-Part Guided 'Vision Your 2024' \$1111 CAD value.

<https://temple-arts.thinkific.com/bundles/vision-your-2024>

PAY IN FULL BONUS (over \$10k value): Register by Jan 1st in the Pay in Full Option & Receive: 3x VIP 90 Min Sessions:

- **One 90 Min VIP Session:** A VIP SESSION WITH PHOENIX AMARA Where you'll tap into the Creative Legacy Vision of your Brand & receive the BRAND OF YOUR DREAMS in this Luxury Brand Design Activation for your Offerings or Personal Website. Along with a 90-min design consultation - you'll receive a SOUL LUXURY BRAND BOARD with a logo, colors, textures and design elements to bring to your website, social media and online offerings to a new luxury elevation.

• **One 90 Min VIP Session with Stephanie Jhala:** Clear your karma and energetic blockages to wealth, money, power, and love with this unique 1-1 90-min Consultation and Tapping Session with Mastermind Guide Stephanie Jhala, where she'll bring you to new state of consciousness in your leadership, presence and purpose in the world.

4. Length Program shall be twelve (12) months in length (herein referred to as "Commitment Period"). Client understands all benefits shall expire at the end of the Commitment Period, and will not be carried-over. All of Client's benefits must be used during the Commitment Period. Program officially starts from signing of this agreement.

5. INVESTMENT

Investment varies depending on your payment plan and date of registration.

BEFORE JAN 1ST DEC 2023

Fees If Client elects to pay in full, the price will be five thousand five hundred and forty nine (\$5,549) Dollars ("USD").

If Clients elects to pay by payment plan, the price of the Program shall be six thousand and six hundred and sixty-dollars (**\$6,660USD** USD), payable with Twelve (12) equal monthly installments of five hundred and fifty five dollars (\$555 USD).

AFTER JAN 1ST 2023

Fees If Client elects to pay in full, the price will be Nine Thousand Nine Hundred and Ninety Seven (\$9,997) Dollars ("USD").

If Clients elects to pay by payment plan, the price of the Program shall be Thirteen Thousand Three Hundred and Thirty Two Dollars (\$4,800 USD), payable with Twelve (12) equal monthly installments of One Thousand One hundred and Eleven Dollars (**\$1111** USD).

6. Method of Payment

Client shall pay through MasterCard or Visa, with payment to be processed through Client Portal and Stripe. Concessions can be made for Canadian clients with interac transfer.

7. Refund Policy

As anything worth doing in life, we ask that you show up fully for this experience. No half-in half-out. Divine supports those who go all in and so do we, so no refunds will be issued and transfers are not available.

8. Confidentiality

We value your privacy!!!

The Company respects the Client's privacy and insists that the Client respects the Organizer's and the other Event Participants (herein referred to as "Participants"). Thus, consider this a

mutual non-disclosure agreement. Any Confidential Information shared by the Company, any representative of the Company, or the Participants is confidential, proprietary, and belongs solely and exclusively to the Party who discloses it.

All Parties agree not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions, from the forum or otherwise. Client agrees not to use such confidential information in any manner other than in discussion with the Company or other Participants during the Events. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party.

Both Parties will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Further, Client agrees that if they violate or display any likelihood of violating this section the Company and/or the other Participant will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

9. Non-Disclosure of Materials

Material given to the Client in the course of the Events is proprietary, copyrighted and developed solely and specifically by the Company. Original materials that have been provided to the Client are for the Client's individual use only and a single-user license. Client agrees that such proprietary material is solely for Client's own personal use. Any disclosure, reproduction and sale by the Client to a third party is strictly prohibited.

10. No Transfer of Intellectual Property

All intellectual property, including Organizer's copyrighted Events and/or program materials, shall remain the solely and exclusively the property of the Company. No license to sell, reproduce or distribute Organizer's materials is granted or implied.

Client agrees not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights of the Company or Participants. Further, the Client agrees that if the Client violates, or displays any likelihood of violating, any of the agreements contained in this paragraph, the Company and/or Participants will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

11. Client Responsibility

The Events are developed for strictly educational purposes. Client accepts and agrees that Client is one fully responsible for their progress and results from the Events. The Company makes no representations, warranties or guarantees verbally or in writing.

Client understands that because of the nature and extent of the Events, the results experienced by each Client may significantly vary. Client acknowledges that as with any business endeavor, there is an inherent risk of loss of capital and there is no guarantee that Client will reach their goals as a result of participation in the Events.

12. Film/Recording Releases

Client hereby grants to the Company and to its licensees, assignees, and other successors in-interest, all rights of every kind and character whatsoever in perpetuity in and to Client's appearance (hereinafter referred to as the "Appearance") in connection with promotional footage, written script, AW Mag, print images and photography for the Events.

Client hereby authorizes the Company to photograph, record, or release (on tape, film, print, website or otherwise), the Appearance; to edit at its discretion and to include with the appearance of others in the Events; and to use the Appearance in any manner or media whatsoever, including without limitation unrestricted use for purposes of publicity, advertising and sales promotion; and to use my name and likeness in connection with the Events.

Client hereby waive all rights, release, and discharge the Company from, and shall neither sue nor bring any proceeding against any such parties for, any claim, demand or cause of action whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use of Client's Appearance. The Company owns all rights and proceeds resulting from Client's Appearance. The Company is not obligated to utilize the authorization granted by Client hereunder.

13. Independent Contractor Status

Nothing in this Agreement is to be construed as creating a partnership, venture alliance, or any other similar relationship. Each party shall be an independent contractor in its performance hereunder and shall retain control over its personnel and the manner in which such personnel perform hereunder. In these Events no such persons shall be deemed employees of the other party by virtue of participation or performance hereunder.

14. Force Majeure

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either the Company to perform their obligations under this Agreement, the Organizer's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

15. Severability/Waiver

If any provision of this Agreement is held by to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

16. Miscellaneous

A) Limitation Of Liability. Client agrees they purchased the Program at their own risk and that Events are only educational services being provided. Client releases the Company, it's

employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, instructors, guides, staff, Participants, and related entities in any way as well as the venue where the Events are being held, and any of its owners, executives, agents, or staff (hereinafter "Releasees") from any and all damages that may result from any claims arising from any agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from your participation in the Events. Client accepts any and all risks, foreseeable or unforeseeable.

Client agrees that the Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Organizer's services or enrollment in the Events. The Company assumes no responsibility for errors or omissions that may appear in any of the Events materials.

Client further declares and represents that no promise, inducement or agreement not herein expressed has been made to Client to enter into this release. The release made pursuant to this paragraph shall bind Client's heirs, executors, personal representatives, successors, assigns, and agents.

WHEW....We're almost finished love!!! Thanks for hanging in!

A) Non-Disparagement.

In the event that a dispute arises between the Parties, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. The parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. The Parties agree that neither will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, each other or any of its programs, members, owner directors, officers, Affiliates, subsidiaries, employees, agents or representatives.

B) Assignment.

This Agreement may not be assigned by the Client, without express written consent of the Company. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. Waiver of any breach or the failure to enforce any provision hereof shall not constitute a waiver of that or any other provision in any other circumstance.

C) Termination.

The Company is committed to providing all Clients a positive experience. By accepting below, Client agrees that the Company may, at their sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's participation in the Events without refund or forgiveness of monthly payments if the Client becomes disruptive to the Company or Participants, difficult to work with or upon violation of these terms. If Company terminates contract, Client payments will be terminated as well.

D) Indemnification.

Client shall defend, indemnify, and hold harmless the Company, their employers, employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements - which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the Program, excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by the Company, or any of its shareholders, trustees, affiliates or successors. Client shall defend the Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Client recognizes and agrees that all of the Organizer's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company.

E) Resolution of Disputes.

If not resolved first by good-faith negotiation between the parties, every controversy or dispute relating to this Agreement will be submitted to the American Arbitration Association. All claims against the Company must be lodged within 100-days of the date of the first claim or otherwise be forfeited forever. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand. The parties shall cooperate to ensure that the arbitration process is completed within the ninety (90) day period. The parties shall cooperate in exchanging and expediting discovery as part of the arbitration process. The written decision of the arbitrators (which will provide for the payment of costs) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or a decree in equity, as circumstances may indicate. In disputes involving unpaid balances on behalf of Client, Client is responsible for any and all arbitration and attorney fees.

F) Equitable Relief.

In the event that a dispute arises between the Parties for which monetary relief is inadequate and where a Party may suffer irreparable harm in the absence of an appropriate remedy, the injured Party may apply to any court of competent jurisdiction for equitable relief, including without limitation a temporary restraining order or injunction.

G) Notices.

Any notices to be given hereunder by either Party to the other may be effected by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed

notices shall be addressed to the Parties at the addresses appearing below. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing. For purposes of this Agreement, "personal delivery" includes notice transmitted by fax or electronic mail, provided sender maintains confirmation that the notice was properly transmitted on that date.

Notice addresses for the Parties are as follows:

Phoenix Amara | 6337 Marguerite St
Vancouver, BC | phoenix@phoenixamara.com

Stephanie Jhala | 3066 Telegraph Road, Mill Bay, BC, V0R 2P3
Stephanie.jhala@gmail.com

I) Entire Agreement.

This Agreement constitutes and contains the entire agreement between the parties with respect to its subject matter, supersedes all previous discussions, negotiations, proposals, agreements and understandings between them relating to such subject matter, and may not be modified, amended, or discharged, nor may any of its terms be waived, except by an instrument in writing signed by both parties in duplicate.

J) Controlling Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written.

A handwritten signature in black ink, appearing to read "Phoenix", with a stylized, flowing script.

Phoenix Amara: Signature:

Stephanie Jhala: *Stephanie Jhala*

Date: Nov 1st 2023