



TERMS & CONDITIONS

This Agreement is legally enforceable. Please read all the terms carefully. This Agreement may be subject to consumer protection legislation in the province or jurisdiction in which you are resident. Any waiver or limitation of your rights in this Agreement applies only to the extent permitted by such legislation. See Sections 3.1 and 4.6 of the Membership Terms and Conditions for further information regarding cancellations and refunds.

SCHEDULE “A”: MEMBERSHIP TERMS AND CONDITIONS

The following terms and conditions, together with the application form (the “Application”) to which these Membership Terms and Conditions are attached (collectively, this “Agreement”) govern the agreement between the applicant (the “Member”) and Dan Lok Education, Inc. (“DLE”), a British Columbia company with a registered office at 1170 – 1040 West Georgia Street, Vancouver, British Columbia, Canada, V6E 4H1 and mailing address at 170 – 422 Richards Street, Vancouver, British Columbia, V6B 2Z4, Canada for membership by the Member in the Program (as defined below). This Agreement is made as of the date of acceptance of the Member’s application for the Program by DLE, as set out in the Application (the “Effective Date”).

The Dragon 100™ Advisory Board program (the “Program”) is a prestigious business networking, training and consulting membership program offered by DLE that connects entrepreneurs in an environment that allows its members to share business experiences, discuss challenges faced by business owners and learn from the founder of the Program, Dan Lok.

Once the Application is received by DLE, DLE may, within 30 days of the date of receipt of the completed Application, conduct a vetting process which may require the Member to submit documentation and undergo a skills evaluation. Membership in the Program shall only be granted to applicants who meet the qualification requirements.

1. APPLICABILITY

- 1.1 By submitting the Application to DLE, the Member agrees to be bound by the provisions of this Agreement.
- 1.2 The Member acknowledges and agrees that the rights of membership, including the right to identify as a member of the Program, begin only when the Member has been notified by DLE that the Application has been accepted, and only for as long as the Member is a member in good standing with the Program.

2. MEMBERSHIP BENEFITS

- 2.1 During the Term, the Member shall have access to certain benefits and products associated with its membership in the Program (collectively, the “Membership Benefits”), as same may be determined from time to time by DLE, in its sole discretion, and which may include the following:

ACCESS DATE	BENEFITS	
	RED DRAGON MEMBERS	BLACK DRAGON MEMBERS
The Effective Date	Access to online groups and communities, including access to exclusive Dragon 100™ Slack chatrooms	
The Effective Date	Access to online groups and communities, including access to exclusive Dragon 100™ Slack chatrooms	
	Online access to the Dan Lok 6 Steps to 6 Figures Formula program	Online access to the Larry Yacht leadership program and the Dan Lok High Ticket Influencer program
Monthly via Zoom meetings, at a to be determined time	Online training from Dan Lok and/or other members of the Dan Lok team	
Monthly via Zoom meetings, at a to be determined time	Group question and answer sessions	
Semi-Annually, at a to be determined time and location	Invitation to attend two exclusive, two day Dragon 100™ conferences	Invitation to attend two exclusive, two day Dragon 100™ conferences, and invitation to attend the pre-conference event exclusive to Black Dragon members



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For greater certainty and as set out above, the Member acknowledges and agrees that the Membership Benefits provided to Red Dragon members shall vary from and may be of a lesser value than the Membership Benefits provided to Black Dragon members.

- 2.2 The Member acknowledges that DLE may at any time, and from time to time, add, remove, amend, or replace any of the Membership Benefits made available to the Member as part of the Program, and the Member agrees that such addition, removal, amendment, or replacement shall not frustrate this Agreement.
- 2.3 The Member acknowledges and agrees that membership in the Program and the Membership Benefits are non-transferable.

3. TERM AND TERMINATION

- 3.1 The initial term of this Agreement shall be for a period of one year (the "Initial Term") commencing on the Effective Date, subject to earlier termination as set out in Sections 3.3 and 3.4. At the end of the Initial Term, this Agreement shall be automatically renewed for successive one month terms (the Initial Term together with any renewals thereof, the "Term"), unless either DLE or the Member provides notice of its intention not to renew the then current Term at least 30 days prior to the expiry of the then current Term. All notices pursuant to this Section 3.1 by the Member to DLE shall be delivered through the Support Ticket Portal or in writing to support@danlok.com. **FOR GREATER CERTAINTY AND SUBJECT TO SECTION 4.6, THIS AGREEMENT, AND THE OBLIGATION TO PAY THE MEMBERSHIP FEE (AS DEFINED BELOW) IS NON-CANCELLABLE BY THE MEMBER UNTIL THE COMPLETION OF THE INITIAL TERM.**
- 3.2 DLE shall deliver to the Member a duly executed copy of the Application to the email address provided by the Member on the Application.
- 3.3 DLE may terminate this Agreement, at its sole discretion, without notice and without liability by DLE to the Member, on any of the following grounds:
 - a. subject to Section 3.3(a), any breach of this Agreement by the Member;
 - b. if the Member fails to pay any of the Membership Fees (as defined below) when due and such failure continues for 30 days after the due date of such payment;
 - c. if the Member ceases to be a member in good standing of any program offered by DLE;
 - d. material violation by the Member of applicable laws; provided that where such violation is of such a nature that it can be cured, such violation shall not constitute cause if it is cured within ten (10) days of the Member becoming aware of its occurrence; and
 - e. any conduct of the Member which, in the opinion of DLE, is detrimental or embarrassing to DLE.
- 3.4 This Agreement shall terminate upon the death of the Member.
- 3.5 Upon the termination of this Agreement all rights and obligations under this Agreement (except those in Section 10.10 and this Section 3.5 and Articles 4, 5, 6, 7, 8 and 9, or which otherwise survive under the terms of this Agreement) shall terminate.

4. PAYMENTS TERMS; PRE-AUTHORIZED PAYMENTS

- 4.1 The Member agrees to pay to DLE a membership fee (the "Membership Fee") either in one lump-sum payment or by instalment payments, as follows:
 - a. if by lump-sum payment, the amount of US\$25,000, if enrolled as a Red Dragon member, or US\$35,000, if enrolled as a Black Dragon member (the "Lump-Sum Payment"), payable within four days of delivery of the Application to DLE; or
 - b. if by instalment payments, the aggregate amount of US\$30,000, if enrolled as a Red Dragon member, or US\$42,000, if enrolled as a Black Dragon member, as follows:
 - i) US\$7,500, if enrolled as a Red Dragon member, or US\$10,500, if enrolled as a Black Dragon member, payable within four days of delivery of the Application to DLE (the "Deposit"); and
 - ii) US\$2,500, if enrolled as a Red Dragon member, or US\$3,500, if enrolled as a Black Dragon member, per month during the period commencing on the first day of the fourth month after the Effective Date and until the termination of this Agreement (the "Monthly Dues"), which Monthly Dues shall be due and payable on the same calendar day as the Effective Day in each applicable month and shall include all applicable sales and value added taxes.
- 4.2 The Member shall make payment of the Lump-Sum Payment and the Deposit, as applicable, to DLE by way of wire transfer in accordance with the wire transfer details attached hereto as Appendix I.
- 4.3 In connection with the Application, the Member shall deliver to DLE on or before the Effective Date, credit card information to be used for the payment of the Member's Monthly Dues. The Member hereby authorizes DLE to use the credit card information provided by the Member in the Application for the payment of the Monthly Dues. The Member represents and warrants to DLE that the Member has the authority to approve charges in accordance with such payment information for the purpose of paying the Monthly Dues. The Member understands and agrees that DLE is not liable in any way for erroneous billing statements or incorrect charges and that in the event of such a billing error, the only responsibility of DLE is to correct the error if and when DLE receives written notice of the error.
- 4.4 EXCEPT AS SET OUT IN SECTIONS 4.5 AND 4.6, THE MEMBER ACKNOWLEDGES AND AGREES THAT ALL PAYMENTS OF THE MEMBERSHIP FEE ARE NON-REFUNDABLE AND NON-TRANSFERABLE. The Member further acknowledges and agrees that it is the sole responsibility of the Member to ensure that its payment information is correct and current and to notify DLE in writing of any errors, deficiencies or changes that require the Member's payment information to be updated, and that the failure of the Member to do so within an appropriate timeframe may, at the sole discretion of DLE, result in a suspension or loss by the Member of its Membership Benefits.
- 4.5 The Application is subject to acceptance by DLE, in its sole discretion. If the Application is rejected, the amount of the Lump-

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Sum Payment or the Deposit, as applicable, paid by the Member to DLE shall be returned by DLE to the Member, without interest.

4.6 Pursuant to the Business Practices and Consumer Protection Act (British Columbia) and the regulations made thereunder, the Member may in certain circumstances have the right to cancel this Agreement and receive a full refund of all Membership Fees paid by the Member to DLE, by delivering a written notice of cancellation to DLE in accordance with the provisions of the Act.

4.7 The Member shall be responsible for all costs, expenses and indebtedness incurred by the Member in connection with the entry into this Agreement and the participation in the Program, including travel and accommodation costs incurred by the Member to attend Program events.

4.8 The Member acknowledges and agrees that it has thoroughly considered the cost of the Membership Fee and that it has the financial capacity to pay the Membership Fee.

5. CONFIDENTIALITY

5.1 During the Term, the Member may have had or shall have access to information and materials (in whatever form and howsoever communicated) that are confidential or proprietary to DLE or its subsidiaries and affiliates (collectively with DLE, the “DLE Group”) or other members (the “Other Members”) of the Program (together, the “Confidential Information”). Confidential Information includes the provisions of this Agreement and the information relating to the DLE Group’s or the Other Members’ product designs and specifications, data, development plans, costs, profits and pricing policies, sales records, business and marketing development plans, educational and Program materials, contact information of the Other Members, customer lists, customer requirements, prospects lists and sales lead data, organizational structure, operations, business plans and affairs, technical projects, business costs, financial status, proprietary information, inventions, trade secrets, names of joint venture partners, personal information regarding directors, officers, employees or consultants, or other work produced or developed by or for the DLE Group or the Other Members. However, “Confidential Information” excludes information and materials which the Member can demonstrate by written record: (i) were known by the Member prior to DLE’s or the Other Members’ disclosure to the Member; (ii) properly came into the Member’s possession from a third party who was not under any obligation to the DLE Group or the Other Members to maintain the confidentiality; (iii) had become generally available to the public through no fault of the Member; or (iv) was developed by the Member without the use of the Confidential Information.

5.2 The Member shall maintain the confidentiality of the Confidential Information both during and after the Term. The Member shall not use, copy, disclose, publish, make available, distribute or otherwise exploit the Confidential Information, directly or indirectly, without first obtaining the written consent of DLE, except as required by applicable laws; provided that the Member shall have promptly notified DLE of such requirement prior to disclosure of the Confidential Information.

5.3 All Confidential Information received from DLE or the Other Members by the Member during the Term shall be returned by the Member to DLE or destroyed, upon request by DLE, upon the termination of this Agreement.

5.4 The provisions of this Article 5 shall survive any termination of this Agreement and shall continue in full force and effect for two years thereafter.

6. NON-SOLICITATION

6.1 The Member covenants and agrees that it shall not directly or indirectly, during the Term and for one (1) year after the date of termination of this Agreement, solicit or entice, or attempt to solicit or entice, either directly or indirectly, any DLE Contacts, who were DLE Contacts at the then relevant time, if during the term of this Agreement, or at any time during the 12-month period prior to the date of termination of this Agreement, to become a contractor, consultant, employee, customer, supplier of the Member or any affiliate thereof or member of any networking group, program or otherwise to which the Member has a financial interest, unless expressly agreed to by DLE in writing and on such terms as may be agreed by the parties hereto. For the purposes of this Section 6.1, “DLE Contacts” means any employees, contractors, consultants, agents, representatives or affiliates of the DLE Group, and the Other Members.

7. INTELLECTUAL PROPERTY

7.1 Subject to Section 7.2, the Member acknowledges and agrees that the participation by the Member in the Program does not provide the Member with any interest or title in, or right to use, either during the Term or upon the termination of this Agreement, any intellectual property owned by or licensed to a member of the DLE Group.

7.2 During the Term, DLE grants to the Member a non-exclusive, non-assignable and non-transferable limited license to use the name and logo of the Program (the “Limited Use IP”) for the limited purpose of conveying notice of Member’s membership in the Program on the Member’s social media platforms and websites; provided that the Member acknowledges and agrees that the Limited Use IP may not be otherwise used, copied, reproduced or altered in any manner. Nothing in this Agreement or in the Member’s use of the Limited Use IP, shall give the Member any rights whatsoever in the Limited Use IP, or in any other intellectual property of any member of the DLE Group, beyond the rights granted in this Agreement. Upon any termination, expiration, cancellation or suspension of Member’s membership or the Term, the Member shall discontinue all use of the Limited Use IP. Furthermore, DLE shall have an absolute right to terminate, cancel, suspend or withdraw the license granted hereunder at any time for any reason whatsoever. Neither the Limited Use IP nor any other intellectual property of the DLE Group may be used in any way by the Member so as to represent an endorsement or certification by any member of the DLE Group or Dan Lok of any product or service offered by the Member or any other party or in any media content or otherwise, without the prior written consent of DLE.

8. NON-DISPARAGEMENT

8.1 Each party hereto covenants and agrees that, during the Term and after the termination or expiry of this Agreement for any reason whatsoever, it shall not, directly or indirectly, and shall use reasonable efforts to ensure that its shareholders, directors, officers, and key employees, agents, attorneys, subsidiaries, affiliates, successors and assigns, as applicable, do not:

a. say, publish, or otherwise transmit any statements, whether

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oral or written, to any other party whomsoever that may be intended to or that may have the effect of defaming the other party hereto or be of defamatory nature, or that may disparage, call into disrepute, libel, slander or cause injurious falsehood to the other party hereto and, in the case of DLE, the DLE Group and their present, former and future shareholders, officers, directors, employees, agents, attorneys, advisors, agents, affiliates, subsidiaries, successors and assigns; or

- b. engage in any conduct or pattern of conduct that involves the making or publishing of written or oral statements or remarks, including, without limitation, the repetition or distribution of rumours, allegations, reports or comments, which are disparaging, deleterious or damaging to the integrity, reputation, business or goodwill of the other party hereto and, in the case of DLE, the DLE Group and their present, former and future shareholders, officers, directors, employees, agents, attorneys, advisors, agents, affiliates, subsidiaries, successors and assigns or any of the present, former and future products and services.

9. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNITY

- 9.1 DLE makes no representation or warranty whatsoever with respect to the Program or its content, the Membership Benefits, the results to be obtained from the participation of the Member in the Program or any obligations of DLE under or arising from this Agreement. In particular, DLE makes no representation or warranty with respect to the future earnings or revenues of the Member and the Member acknowledges and agrees that it was not induced to enter into this Agreement as result of any such claims.
- 9.2 The Member acknowledges and agrees that DLE does not accept any liability for the Member or any other persons use of any content from the Program or any matter related, directly or indirectly, to the Program. In no case shall DLE, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, economic loss, loss or damage to electronic media or data, goodwill, other intangible losses, or any similar damages, arising from (i) the use of any content obtained through the Program or content otherwise related to the Program or DLE; (ii) the attendance at any event hosted by the Program or DLE; or (iii) any conduct of, or content created by, any third party with respect to the Program or DLE; PROVIDED THAT SHOULD A COURT OF COMPETENT JURISDICTION IN FINAL NON-APPEALABLE JUDGEMENT DETERMINE THE COMPANY IS OTHERWISE LIABLE, THE MEMBER HEREBY AGREES THAT IN NO EVENT SHALL THE COMPANY'S LIABILITY TO THE MEMBER FOR ANY CLAIM OF ANY KIND OR DESCRIPTION EXCEED THE AMOUNT PAID BY THE MEMBER TO THE COMPANY IN THE TWELVE MONTHS PRECEDING THE FACTS GIVING RISE TO ANY CLAIM BY THE MEMBER.
- 9.3 The Member agrees that any claim it may have against the DLE Group, including any member of the DLE Group's past or present directors, officers, employees, shareholders, representatives, agents and assigns, arising under, or in any way related to, this Agreement shall be brought individually and it shall not join such claim with claims of any other person or entity or bring, join or

participate in a class action against DLE.

- 9.4 The Member hereby agrees to indemnify and hold harmless DLE Group and their respective directors, officers, employees, shareholders representatives, agents and assigns (in this Section 9.4, each, an "Indemnified Party" and collectively, the "Indemnified Parties") from and against any and all losses, claims, damages, liabilities, actions demands and expenses (including any and all legal fees and other expenses incurred in investigating or defending against any claim, action, lawsuit, demand, administrative proceeding or investigation, whether commenced or threatened) (collectively, the "Losses") to which an Indemnified Party may become subject insofar as such Losses arise out of or are based upon any breach of a representation, warranty, covenant or obligation of the Member contained in this Agreement; provided that such indemnity shall not be available to an Indemnified Party in respect of Losses resulting from the Indemnified Party's fraud, wilful misconduct or gross negligence. The provisions of this Article 9 shall survive any termination of this Agreement and shall continue in full force and effect for three (3) years thereafter.

10. GENERAL

- 10.1 The Member agrees that any breach of the provisions of Articles 5, 6, 7 and 8, would result in irreparable injury and damage to DLE for which DLE would have no adequate remedy at law. The Member therefore also agrees that in the event of said breach or any threat of breach, DLE shall be entitled to specific performance and/or an immediate injunction and restraining order to prevent such breach or threatened breach by the Member and any and all entities acting for or with the Member without having to prove damages or paying a bond, in addition to any other remedies to which DLE may be entitled at law or in equity. The provisions of this Section 10.1 shall not prevent DLE from pursuing any other available remedies for any breach or threatened breach hereof, including the recovery of damages from the Member. All such rights and remedies of DLE are cumulative and not alternative or exclusive of any other rights or remedies and DLE may have recourse to any one or more of its available rights and remedies as it shall see fit.
- 10.2 DLE reserves the right to amend this Agreement, including the Membership Benefits, at any time without the prior consent of the Member. Any amendment to this Agreement or the Membership Benefits, from time to time, shall be effective as of the earlier of the date of posting of the amendment on DLE's website (www.dragon100.com) or upon the delivery of actual notice to the Member.
- 10.3 This Agreement, including the Schedule and Appendix hereto, constitutes the entire agreement concerning the subject matter between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
- 10.4 Any notice required or permitted to be given to either party hereto shall be delivered by hand or personally to the party's address last known to the other party and shall be deemed to be received on the date of hand delivery or personal delivery to such address. Personal delivery shall include delivery by a commercial courier.



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- 10.5 DLE may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of the Member. The Member may not assign any of its rights or duties under this Agreement without the prior written consent of DLE. This Agreement shall enure to the benefit of the parties hereto and their respective heirs, representatives, administrators, successors and permitted assigns.
- 10.6 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be wholly or partially invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and this Agreement shall be interpreted as if the invalid provision had not been a part of this Agreement.
- 10.7 The failure of either party hereto to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any of its rights under this Agreement at any time shall not be deemed a waiver of any rights or remedies that either party has and shall not be deemed a waiver of any subsequent breach of the terms and conditions of this Agreement.
- 10.8 Unless otherwise expressly stated in this Agreement, all dollar amounts are in the lawful currency of the United States.
- 10.9 By entering into this Agreement and providing its contact information in the Application, the Member hereby agrees that DLE may contact the Member by telephone, email and text message regarding the Member's account with DLE and other products and services offered by DLE from time to time.
- 10.10 This Agreement shall be governed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. All disputes arising under this Agreement shall be referred to the courts of the Province of British Columbia, and each party hereto irrevocably attorns to the non-exclusive jurisdiction of such courts.
- 10.11 The Member acknowledges and agrees that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that it has either done so or waived its right to do so in connection with entering into this Agreement.