

Small Business Owner Mastermind

Rules of Conduct Agreement

Client Name: {{client.name}}

Company Name: {{client.company.name}}

Client Address: {{client.address | address}}

This agreement (this "Agreement") is effective as of the last signature date below (the "Effective Date") between {{client.name}} of {{client.company.name}} ("Mastermind Member" "Member" or "you") and Jolinda Smithson Design and Illustration LLC, a Virginia limited liability company, dba Shapes & Colors, by Jolinda ("Mastermind Host" "Host" or "I"). The parties agree as follows:

1. Payment

Yearly membership of \$149 due to officially join the group. Non-members may attend 2 meetings per calendar year for free, after which point Non-member must pay \$10 per meeting or apply for membership. Payment is accepted through the Shapes & Colors FreshBooks payment link or via check made payable to Shapes & Colors.

The Shapes & Colors mailing address is
Gather Arts District
313 E Broad St., Ofc 342
Richmond, VA 23219.

Refunds - Yearly membership. If Member has made a good faith effort to participate in the group (at least 2 meetings per month for the first 3 months after you join) and you decide it's not worth your time, you will be refunded 50% of your yearly membership minus credit card fees (approximately \$70.00). Member must communicate concerns to Host as early as possible and not later than 90 days after joining. Membership fee will be forfeited if Member is asked to leave the group because of a violation of our rules of conduct agreement - this document. Requesting a refund of your fee with a reason for exiting the group can be done via email to info@jolinda.com. All information will be held in strict confidence between the Member and Host.

Refunds - Weekly fee for Non-members. Refunds are not available for Non-members. Non-member meeting attendees may be asked to stop attending if found in violation of our rules of conduct agreement - this document.

2. Rules of Conduct

We expect members to approach the group with a giving or farming (NOT a hunting) mindset. Our primary focus is building community and supporting each other, knowing that business referrals will naturally happen in time as trust is built.

As such we ask that you:

- DO show up on time for meetings you plan to attend
- DO attend as many meetings as your schedule allows
- DO remain focused and engaged in the group when you attend (no working, checking emails, texts, taking phone calls etc. during meeting times)
- DO give each speaker attention and care
- DO allow others to speak without interruption
- DO allow Host to conduct the meeting agenda in a timely manner (sit, settle down, end your intro, end convos when asked to respect everyone's time commitment)
- DO approach with a giving, farming mentality - what that means in the context of this group is that any buying decision should be made by the buyer, not coerced by Members or Non-members
- DO follow up ONLY with fellow Members who express a direct interest in your service or making a referral of your service

- DO NOT use this group to directly solicit sign-ups, email newsletter lists or add people without their permission to your marketing funnel - if someone wants to do business with you, they will express it
- DO NOT show up late repeatedly in such a way that disrupts the meeting (one-off situations arise - just please don't make it a habit)
- DO NOT use this time to work or conduct other business
- DO NOT ignore or dismiss our speakers or presenters
- DO NOT interrupt Featured Speakers, Host, Members or Non-Members when they are speaking
- DO NOT ignore the Host or other leaders when trying to keep the meeting running on time
- DO NOT behave like a shark, treating each person like an opportunity to get something. Allow the time for relationships to form.
- DO NOT follow up or pitch services to members of this group who have not expressed interest in your services. Let's avoid pressuring ANYONE inside this group to do business. Focus instead on how to add value.

3. Small Business Definition

In the context of this group, a small business is defined a local independent business that is established and licensed in the Richmond region and that operates independently from a franchise or national brand. If you operate your business independently - such as a realtor or insurance agent, we may be open to accepting your membership as long as your presence will add value to the overall group.

4. Small Business Owner Definition

In the context of this group, a small business owner is the one whose name is on the licensing paperwork for the business. No employees, salespeople or marketing representatives are a part of this group.

5. Confidential Information

This Agreement imposes special restrictions on how the Member and the Host must handle confidential information. These obligations are explained in this section.

Confidential Information. It is up to each Member or Non-member to decide what level of information they are comfortable discussing in front of the entire group. It is recommended that Members or Non-members do not discuss business-critical trade secrets or plans with the entire group that they are worried are sensitive. We do plan to be able to bring business challenges, but it's advised that trusting relationships be built before bringing anything you're worried about to the whole group.

As you participate in this group, we ask that you use discretion in what business information you share. We may have candid discussions about employees, HR, benefits, pay structures, contracts, retainers, client conflicts or other business issues. While discussing these issues is encouraged, it is recommended that you don't share personally identifying information about specific employees or clients. It is up to your discretion in discussing specific details of business challenges or strategies. We intend to keep all information discussed confidential, but the Host must NOT be held responsible if a Member or Non-member divulges sensitive information that was shared in our meeting. Certain conversations should be reserved for a Business Coach, Business Partner, HR Consultant, Accountant, Insurance Agent, Banker, Lawyer, Therapist or Counselor. Use your discretion in sharing with our Small Business Owner Mastermind.

If Host, Members or Non-Members share confidential information with the group, the sharing party promises to tell the group of any special restrictions regarding that information.

While part of this group, the Host, Members or Non-Members may come across, or be given, information that is confidential. This is information like customer lists, business strategies, research & development notes, statistics about a business, and other information that is private. All parties (Host, Members & Non-Members) promise to treat this information as if it is their own confidential information. All parties promise not to use this information for any other purpose except to contribute meaningfully to this group. All parties promise not to divulge this information to any third party for any reason, unless given verbal or written permission first.

Third-Party Confidential Information. It's possible that Host, Members or Non-members may have access to confidential information that belongs to third parties. All parties (Host, Members & Non-Members) promise that they will not share confidential information that belongs to third parties, unless it is allowed to do so. If Host, Members or Non-Members share confidential information with the group, the sharing party promises to tell the group of any special restrictions regarding that information.

6. **Term & Termination**

This Agreement applies until meeting attendance is terminated. Members may end this Agreement for any reason by sending an email to the Host, informing the recipient that the sender is ending meeting attendance.

If Members notify the Host within 90 days of joining, a refund will be applied. If Members notify the host after 90 days, no refunds will apply.

If a Member is removed from the group for violation of this Agreement, no refund will be given.

TERMINATION: If a Member or Non-Member is reported to the Host for violating the terms of this Agreement, Host will make every effort to discuss the matter with the Member or Non-Member. If the Member or Non-Member is unresponsive after 14 days, the Host reserves the right to remove them from the group. After one discussion to correct problem behavior, if the Host is informed of another instance of violation, the Member or Non-Member will be removed from the group without refund. It is never our intention to remove anyone. If any Member or Non-Member is concerned about their behavior or actions, it's encouraged to speak to the Host before proceeding.

7. **Limitation of Liability**

Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Agreement.

In no event will Host be liable to client under any legal theory for indirect, special, incidental, consequential, or punitive damages, or any damages for loss of profits, revenue, or business, even if Host has been advised of the possibility of such damages. Host's cumulative liability to Members or Non-Members for any and all claims whatsoever related to or arising from participation in this group will not exceed the total amount paid to Host under this Agreement.

This Agreement is meant to help outline expectations. I welcome feedback or conversations to clarify anything that doesn't make sense. The parties' signatures below indicate they have read, understand, and agree to all terms included here.

Member or Non-Member:

I agree to the terms and conditions of this contract.

First Name _____

Last Name _____

Signature

Host:

I agree to the terms and conditions of this contract.

First Name _____

Last Name _____

Signature

8. **General**

Assignment. This Contract applies only to You and the Host. You cannot assign its rights or delegate its obligations under this Agreement to a third-party (other than by will or intestate), without first receiving the Host's written permission. In contrast, the Host may assign its rights and delegate its obligations under this Agreement without your permission. This is necessary in case, for example, another party buys out the Host or if the Host decides to sell the Small Business Owner Mastermind.

Arbitration. As the exclusive means of initiating adversarial proceedings to resolve any dispute arising under this Agreement, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules.