

P AND C OUT OF THE BOX, LLC NEW PANELIST AGREEMENT

This New Panelist Agreement ("Agreement") is made and entered into as of _____ (date), by P and C Out of The Box, LLC, a Texas limited liability company, with its principal office located in Frisco, Texas 75035 ("Out of the Box"), and _____ ("New Panelist"), to represent P and C Out of The Box LLC and fulfill the role of Panelist in P and C Out of The Box LLC Chapter _____. P and C Out of the Box, LLC, is currently engaged in the business of providing multiple chapters that offer alternative and innovative group professional networking programs and opportunities, which are made up of different groups coined as Chapters.

1. Appointment of New Panelist

By the Acceptance and Signing of this Agreement, the Out of the Box appoints the New Panelist, and the New Panelist accepts/agrees to such appointment. Such appointment shall start once both parties have signed this Agreement. Once the agreement has been signed by both parties, the New Panelist can proceed to initiate their specific Chapter ONLY UPON the TWO REMAINING Panelist positions have been filled and appointed by Out of the Box. In order for any Chapter to effectively begin IT MUST have three (3) panelists. ALL Panelists will be required to pay \$150.00 membership application fee and fill out a membership application for joining P and C Out of the Box LLC, but will NOT be required to pay monthly \$20 chapter fees, due to the serving and diligent supervising and leading of a Chapter, SO LONG AS, they abide by this contract and successfully lead and fulfill the requirements of a Panelist.

2. Requirements and Duties of the New Panelist

By the Signing of this Agreement, the Out of the Box appoints the New Panelist, and the New Panelist accepts/agrees to such appointment, to fulfill the role, requirements, and duties of a panelist in the following ways:

- a. The New Panelist must lead a new chapter of P and C Out Of The Box LLC, in the manners in which are set forth by Out of the Box, and shall follow such rules with care, skill, diligence, and in accordance with the curriculum/program and plan, set up and provided by Out of the Box. The New Panelist, with the remaining panelists, may elaborate and create their own reiteration of each group project, dictated by the program/curriculum, BUT the curriculum must be strictly followed and implemented.

- b. The New Panelist agrees/consents to implementing any and all strategies, methodologies, curriculum/programs, and syllabus provided by Out of the Box for the entire 9 month time period of the existence of the Chapter.
- c. The New Panelist agrees to working with and running the new Chapter with TWO and ONLY TWO other Panelists for the entire 9 month time period of the existence of the Chapter.
- d. The New Panelist agrees/consents to attending all weekly meetings held in the 9 month time period of the existence of the Chapter, with the exception of five (5) valid absences. ALL ABSENCES must be reported and each Panelist MUST give notice to the remaining Panelists at least 24 hours prior to the meeting. If a Panelist has been absent MORE THAN 5 meetings, Out of the Box may remove such Panelist and the Panelist will be charged a \$75.00 administration fee for breaching the terms of the contract agreed to and committed to by the Panelist. In order for this contract to be accepted and held to be valid, the details of a valid Credit Card must be provided on the last page of this Agreement.
- e. The New Panelist agrees/consents to arriving at least ten minutes prior to the start of each meeting and must remain present leading each meeting until the conclusion of the meeting.
- f. The New Panelist agrees/consents to keeping record of attendance at each meeting and maintaining the records to provide Out of the Box with weekly updates and reports within 48 hours after each meeting.
- g. All Panelists, including the New Panelist, must attend and or audit 4 other Chapters (Chapter meetings) to provide feedback to Out of the Box and for educational purposes in the leading process of the New Panelist's Chapter. All New Chapter meetings shall first be lead and held by Out of the Box to guide and direct the New Panelists with the start and development of their New Chapter.
- h. The New Panelist agrees to always be prompt with starting and ending each Chapter meeting on time and maintain the meeting to a ONE Hour time block. The meeting shall not run over on a regular basis and ONLY if ALL members agree to stay for a longer period of time shall the meeting run past the one hour time block.

- i. The New Panelist agrees to follow the appropriate protocol for ensuring that all members are registered online and have committed agreed to pay the proper monthly payments by way of the Out of the Box website. The 9 month period WILL BEGIN when 6 members have been accepted into the Chapter. ALL MEMBERS SHALL pay \$20.00 per month and a one time application fee of \$150.00. Panelist will NOT be required to pay \$20.00 per month. The payments shall be processed and collected by way of the credit card process provided for each Chapter by Out of the Box. ALL MEMBERS shall represent different professional industries, and the Chapter shall offer and uphold INDUSTRY EXCLUSIVITY.
- j. EACH PANEL SHALL determine whether the Chapter, along with the consent of Out of the Box, shall be exclusively product based professional industries, exclusively service based professional industries, or a combination. EACH PANEL SHALL determine whether the Chapter shall be Gender exclusive or not.

3. Non-Compete and Non-Disclosure Clauses

Non-Disclosure

- a. All Panelists agree to honor and protect all proprietary material, documents and work product of the curriculum, provided by Out of the Box. All Panelists agree not to share, provide, or use any of these items for any other purpose other than leading and fulfilling the role, requirements and duties of the Panelist. All Panelists agree not to copy or modify any types of information listed below in subsection b, without written consent of Out of the Box. After each Chapter has expired, ALL PANELISTS MUST return all items and information listed in subsection b, to Out of the Box, within 30 days of the termination of the Chapter.
- b. Confidential information includes, but is not limited to:
 - a. any proprietary information
 - b. any and all methodologies
 - c. activities
 - d. procedures
 - e. educational instruments or tools
 - f. curriculum
 - g. any and all proprietary material that is not generally known other than by Out of the Box and which any other party may obtain through any

direct or indirect contact with Out of the Box.

- h. Any information concerning the technology, business, and information provided by Out of the Box
- i. All copyrights, logos, inventions, and techniques created and learned from Out of the Box.

Unauthorized Disclosure of Information- Injunction

- a. If it is discovered and appears that any Panelist has breached this contract and disclosed Confidential information or any items listed above in subsection b of this section, then Out of the Box reserves the right and shall be entitled to an injunction to restrain any violating Panelist from disclosing the Confidential Information in whole or in part. Furthermore, Out of the Box, has the right to take further actions and remedies for damages, breach of contract and for any and all losses by way of a filing suit against the Panelist.

Non-Compete

- a. All Panelists agree and will honor and respect the role and position served under Out of the Box and for a TWO (2) year period, after the end of the term of this Agreement, the Panelist under this agreement will not attempt to do business with or otherwise solicit any business position that directly competes with Out of the Box or P and C Out of the Box LLC, and SHALL NOT utilize any and all teachings, documents, tools and or lessons implemented and learned under the role as an Out of the Box Panelist.

4. Removal and Resignation

Any and All Panelists may be removed from his/her position upon the discretion of Out of the Box. If a Panelist has good cause to have a fellow Panelist removed, he/she must contact the remaining Panelist and Out of the Box to jointly vote and determine whether such Panelist shall be removed. NO INDIVIDUAL PANELIST has the authority or right to remove another Panelist on his/her own. If any Panelist chooses to resign, they must give adequate notice (30 days prior to resignation date) to Out of the Box prior to the last date of serving as a Panelist.

5. Entire Agreement

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between

the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by all parties to this Agreement.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

7. Counterparts; Place of Execution

This Agreement may be executed in two or more counterparts, which shall together constitute one and the same agreement. This Agreement has been negotiated and entered into in, and the obligations of the parties to this Agreement are to be performed entirely or primarily in, the County of COLLIN, State of Texas, regardless of the place of execution of any of such counterparts.

8. Attorney Fees

In the event that any party to this Agreement shall commence any suit or action to interpret or enforce this Agreement, the prevailing party in such action shall recover that party's costs and expenses incurred in connection with the suit or action, including attorney fees and costs of appeal, if any.

9. Arbitration Clause

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Texas or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an experienced arbitrator experienced and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

10. Reservation of Right

Out of the Box reserves the right and discretion to refuse any applicant applying for membership or panelist position with an Out of the Box chapter. Out of the Box reserves the right and discretion to terminate and or remove any Panelist or Member from any Chapter as it deems worthy. Out of the Box and only Out of the Box, further reserves the right and discretion to dissolve or terminate any Chapter as it deems fit. Out of the Box also, reserves the right and discretion to allow and approve or deny the request for the transfer of a member or Panelist from one chapter to another. Furthermore, Out of the Box reserves the rights and discretion to alter, amend or revise the following:

- a. This Agreement and any Contract/Agreement created by or agreed to by Out of the Box, as it deems fit.

- b. Any and all charges, initial fees and or costs and the amounts thereof as it deems fit.

The parties, HEREBY, have executed this Agreement as of the date first written and signed and agreed to below.

P and C Out of the Box LLC (Out of the Box)

By: _____
PETE AMAYA III and/or CHELSEA AMAYA, Owner of P and C Out of the Box LLC

(Contract Party)

(Name of Signer)

(Date)