

CLIENT SERVICES AGREEMENT

THIS CLIENT SERVICES AGREEMENT ("Agreement") is made as of the date you purchase the Services between The Movement Maestro, LLC ("Company") and you ("Client") (collectively as the "Parties").

The Parties have agreed that Client would like to retain Company to provide coaching services for Client, which is more fully described in Exhibit A and any other Exhibits as may be incorporated under this Agreement from time to time upon acceptance of same by the Parties (the "Services"). The Parties agree to the following:

1. **Term.** This Agreement shall be effective as of the date Client purchases the Services and shall continue until completion of the Services. The Parties may extend the term by entering into an amendment to this Agreement.

2. **Representations and Warranties.** The Parties shall perform the Services described in this Agreement and any exhibits hereto.

(a) Company represents and warrants that:

(i) Company will perform the Services in compliance with all applicable laws and regulations; and,

(ii) Company has the full and unrestricted right, power, and authority to enter into this Agreement, perform the Services, and grant the rights granted herein.

(b) Client represents and warrants that:

(i) Client will provide the information needed by Company to perform its duties, in the format requested by Company, as described herein;

(ii) Client will abide by all payment and scheduling terms as set forth in Exhibit A;

(iii) Client has the full and unrestricted right, power, and authority to enter into this Agreement, perform the Services, and grant the rights granted herein;

(iv) Client has no other agreements with any other party that would conflict with this Agreement; and

(v) Client shall complete and return Client's intake forms to Company at least twenty fours hours in advance of the first Session (defined below).

3. **Changes and Revisions.** This Agreement is limited to the Services outlined in Exhibit A. If Client requests new work or changes that are outside the original scope of the Services, Company will provide an estimate. Additional services may be added and charged based on agreement between Company and Client.

4. **Compensation and Payment.** Client shall pay Company the fees in US dollars as set forth in Exhibit A to this Agreement.

If any additional fees are incurred, as agreed to by the Parties, Company will invoice Client for all such expenses. All accepted methods of payment will be indicated on the invoice.

If Client has not paid its invoice or a recurring payment has not been received within seven (7) days of receipt of such invoice or the date of billing (as detailed in Exhibit A), Client agrees that it will be charged a late fee of 0.25% of the total amount due on a weekly basis until payment is received.

Failure to pay any fee or invoice may result in temporary or permanent suspension of the Services.

In the event that Company incurs legal fees, costs, or disbursements in an effort to collect its invoices, in addition to interest on the unpaid balance, Client agrees to reimburse Company for all such expenses.

5. **Status.** The Parties understand and agree that Company is an independent contractor. Neither Company nor Company's agents shall be entitled to and waive any and all claims to any employee benefits as a result of Client's relationship with Company. It is understood by the Parties that the relationship established by this Agreement is one of an independent contractor and not an employment relationship, joint venture, partnership, or otherwise. Company is not authorized to enter contracts or agreements or create obligations on behalf of Client to third parties unless otherwise indicated by Client, in writing.

6. **Termination.** Either Party may terminate this Agreement at any time upon ten (10) days written notice. Should the Agreement be terminated prior to the completion of the Services, Client will remain responsible for all payments due and owing. Company does not provide refunds.

7. **Confidentiality.** The Parties agree to hold in strict confidence and not to disclose to others or use for any purpose (other than the performance of this Agreement and Services), either before or after termination of the Agreement, any confidential or proprietary information of either Party, including, without limitation, any confidential or proprietary information that is transferred pursuant to this Agreement. Confidential and proprietary information includes, without limitation, the terms of this Agreement, any technical or business information, product formulas, drawings, specifications, manufacturing techniques, process, experimental work, program, software, marketing or distribution plans, strategies or arrangements, or trade secrets relating to the products, systems, equipment, services, sales, research or business of the disclosing Party. Confidential information is not limited to a specific medium and can be oral, written, electronic, or physical in format.

8. **Intellectual Property - Company Materials.** All original materials provided by Company to Client, Company's trademarks, trade dress and trade secrets and any other items deemed to be Company's intellectual property are owned by Company (the "Materials"). The Materials are provided for Client's individual use only and may not be transferred. Client is not authorized to use or transfer the Materials. All Materials remain the property of Company. Client acknowledges that Client has no right, title, or interest in or to the Materials. Client acknowledges that Client will make no claim to any right, title, or interest in the Materials. Client further acknowledges and agrees that Company shall own all rights, title, and interest in or to the Materials. The Client will not copy, modify, distribute, sell or lease the Materials or any part thereof. Client agrees to cooperate with Company, at its expense, in all further actions, which the Company deems necessary or desirable to confirm, register, protect or enforce Company's rights in and to the Materials.

9. **Disclaimer.** Company has made every effort to ensure that all information provided in connection with the Services have been tested for accuracy. There is no guarantee that Client will see positive results to its business using the techniques and materials provided by Company. Company assumes no management responsibility for Client's decisions or for policies or practices that Client implements.

Any statements related to income or earnings potential, regardless of medium, are examples of what may be possible in the future. Company makes no guarantees regarding results, present, or future. Company is not responsible for Client's earnings, income, sales, or any other business performance as a result of this Agreement.

10. **Limitation of Liability.** THE SERVICES ARE SOLD "AS IS." TO THE EXTENT ALLOWABLE BY LAW, THE MAXIMUM LIABILITY OF COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE FEES PAID UNDER THIS AGREEMENT. IN NO EVENT SHALL COMPANY BE LIABLE FOR LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. **Indemnification.** Client shall indemnify, defend, and hold Company harmless from and against any loss, liability, damage, or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Company in connection with or as a result of any claim brought by or on behalf of any third party person or entity as a result of or in connection with Company's appearance or association with Client, unless such claim arises from Company's acts or omissions or arises from or is related to breach of any obligation and/or warranty made by Company hereunder.

12. **Choice of Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws doctrine, and applicable federal laws of the United States of America. Jurisdiction of any and all such disputes will lie in the state and federal courts sitting in or nearest to Los Angeles County, California. Client consents to personal jurisdiction in the state and federal courts located therein and hereby waives all defenses of lack of personal jurisdiction and forum non-conveniens.

13. **Assignment.** This Agreement shall not be transferred or assigned, in whole or in part, to any third party, in whole or in part, by Client without the express written consent of Company, which may be withheld in Company's sole discretion.

14. **Notice.** Except as otherwise provided herein, all notices that either party is required or may desire to give the other party shall be in writing to the following address for the Company and to the information

Client provides to Company upon purchase of the Services. Electronic mail is permissible, but will only be considered sufficient notice if the non-sending party affirmatively confirms receipt.

Movement Maestro, LLC
Attention: C. Shante Cofield
Address: 2201 Curtis Ave Apt D
Redondo Beach, CA 90278
Email: shante@themovementmaestro.com

15. **Miscellaneous.**

(a) If any of the provisions of this Agreement is or becomes illegal, unenforceable or invalid (in whole or in part for any reason), the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.

(b) Any rights or obligations contained herein that by their nature should survive termination of the Agreement shall survive, including, but not limited to representations, warranties, intellectual property rights, indemnity obligations, and confidentiality obligations.

(c) Any failure of either party to enforce any provision of this Agreement, or any right or remedy provided for therein, shall not be construed as a waiver, estoppel with respect to, or limitation of that party's right to subsequently enforce and compel strict compliance or assertion of a remedy.

(d) Each party has participated in negotiating and drafting this Agreement, such that if any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if the Parties had drafted it jointly, as opposed to being construed against a party by reason of the rule of construction that a document is to be strictly construed against the party on whose behalf of the document was prepared.

(e) The Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement between the Parties. The Parties expressly agree that with respect to this Agreement, an electronic signature or executed document which has been formatted as a Portable Document Format (PDF) and electronically exchanged shall be binding upon the Parties.

(f) This Agreement, along with all attachments, represents a single agreement, as well as the entire agreement with respect to the subject matter. This Agreement supersedes any prior agreement between the Parties, whether written or oral, with respect to the subject matter, and may be modified or amended only by a writing signed by the party to be charged.

EXHIBIT A

DESCRIPTION OF SERVICES

Overview: Company shall provide one-on-one coaching services to Client, as detailed below.

Deliverables:

Company shall provide Client the following:

- Two (2) coaching session, 30 minutes in length per month (each a “Session” and collectively the Sessions), with such monthly period commencing upon the date of Client’s first payment.
- Support via Voxer between Sessions. Support will be available Monday through Friday during business hours and Company shall respond to Client messages within 24 hours during business hours.

Timeline: The Sessions will be held on a date and time mutually agreed to by the Parties. Client shall book the Sessions using a scheduling link provided by Company.

Session Requirements: The Sessions shall be held via phone or zoom, per Client’s choice.

Cancellation Policy. To reschedule a Session, Client must provide Company with a minimum of twenty-four (24) hours of notice prior to the start of the Session. Client must provide the request to reschedule using the scheduling link provided in the Session confirmation email to Client. If such notification is not received by Company at least twenty-four (24) hours before the start of the scheduled Session, the Session will be forfeited and may not be rescheduled. No refunds will be provided for forfeited Sessions. If Client joins a Session after the mutually agreed upon start time, Client forfeits the missed time. Sessions cannot be extended and missed time due to lateness cannot be made up.

Company may reschedule a Session with a minimum notice to Client of twenty-four (24) hours prior to the start of the Session. Company will reschedule with Client on a mutually agreed upon time however such Session must be rescheduled for the same week in which it was originally scheduled.

Neither party shall be liable for delay or failure to attend a scheduled Session if such delay or failure is

Compensation and Fees:

Client shall pay Company five hundred dollars (\$500) each month for the Services. Client will be required to provide Company's third-party payment provider with information regarding Client's credit card or other payment instrument. Client represents and warrants to Company that such information is true and that Client is authorized to use the payment instrument. Client will promptly update Client's billing information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. Client agrees to pay Company the above fee in accordance with the terms herein. Client hereby authorizes Company to bill Client's payment instrument in advance as set forth above, and Client further agrees to pay any charges so incurred. If Client disputes any charges Client must let Company know within sixty (60) days after the date that Company charges Client. Company reserves the right to change the price of the Services. Your continued use of the Services after the price change becomes effective constitutes your agreement to pay the changed amount.

Company does not issue refunds under any circumstances. Client is responsible for full and timely payment of all fees, regardless of whether Client attends or completes a Session, including, but not limited to, whether Company has limited Client's access to the Services because of late payments. Client may cancel the Services at anytime by INSERT METHOD. After Client cancels the Services, Client will no longer be billed except for then current billing cycle, if not already charged, and any outstanding fees.