

CLIENT SERVICES AGREEMENT (the "Agreement")
Mastering Mompreneurship LLC

Client Information

Client Name: INDIVIDUAL OR COMPANY THAT PURCHASED SERVICE ONLINE

Service Purchased: Package Deal Hourly Work: Three (3) Hours of Hourly Paid Business Startup Work (the "Program").

Investment: \$200/hour for Three (3) Hours of Business Startup Work + any tax (hereinafter referred to as the "Investment").

This Agreement is made effective as of DATE PURCHASED, by and between Mastering Mompreneurship LLC (hereinafter referred to as the "Coach or Company") and (as listed above) CLIENT NAME (hereinafter referred to as the "Client"). The Client and the Coach or Company will collectively be referred to herein as the "Parties".

The Parties hereby agree to the following:

1. **Program/Service Description:** Three (3) Hours of business startup work to be completed by Coach after email correspondence about work required between Coach and Client.

2. Payment

The Client will pay the Investment pursuant to the following terms:

Investment: \$200/hr for Three (3) Hours of Business Startup Work + any tax.

Payment Schedule / Due Dates: IMMEDIATE PAYMENT ONLINE

*Payment may be completed online via credit card payment via
www.MasteringMompreneurship.com*

3. Refund Policy

a. No Refunds

The Coach will do everything within her ability to ensure the Client's satisfaction with the Program. The Coach expects that the Client will do the same. Refunds will not be issued for coaching services / hourly work already conducted. If, for any reason, the Coach is unable to fulfill her obligations to the Client, the Client will be refunded in full for any part of the Program paid for but not yet rendered.

b. No Chargebacks

The Client will not, under any circumstances, issue or threaten to issue any chargebacks to the Company or to the Client's credit card and/or form of payment (ie, Stripe, PayPal) for any reason whatsoever related to the Program. In the event of a chargeback, the Company reserves its right to report it to the credit bureaus as a delinquent account.

4. Term & Termination

The Program is one hour long and can be used at a mutually agreed upon date/time within six (6) months of the original purchase date (the "Term"). The Client understands that the Parties do **not** have a relationship after the end of the Program. If the Parties choose to continue their relationship in any way, a separate and distinct agreement will be entered into and agreed upon.

The Client may not terminate the Agreement prior to the end of the Term. The Coach may, for any reason, terminate the Agreement prior to the end of the Term, with a refund issued to the Client for any unused portion of the Program.

5. Client Commitments

The Client agrees to the following as part of the Program:

- A. The Client shall participate fully in the email correspondence / requests, and any other part of the program, to the best of their ability.
- B. The Client agrees that all correspondence will be completed via email, *unless* the Coach reaches out via Phone, Zoom, Text or any other means of communication deemed necessary. Subsequent correspondence will be continue to be completed via email.
- C. The Client shall immediately inform the Coach of any issues or difficulties they may have with the Program.
- D. The Client shall complete payment of the Investment according to the Terms herein.

6. Coach Commitments

The Coach agrees to the following as part of the Program:

- A. The Coach shall participate fully and intently in the 3 hours of business startup work, and any other part of the program, to the best of her ability.
- B. The Coach will support the Client to the best of her abilities in accordance with Section I of this Agreement.
- C. The Coach will not, at any time, either directly or indirectly, use any information disclosed by the Client for the Coach's own benefit, nor will the Coach disclose or communicate, in any manner, any information to a third party about the Client. The Coach will not divulge that the Parties are in a coaching relationship without your express permission.
- D. The Coach agrees to conduct the hourly work (3 total hours) and correspond with The Client via email, unless absolutely necessary to reach The Client by Phone, Facetime, or Zoom, or other virtual platform, whichever is most convenient for both parties.

7. Disclaimer

The Client understands that the Coach is a Business Coach and Consultant.

The Client understands that the Coach is not an attorney, financial advisor, and/or accountant. The Coach and Client's work together is not a substitute for professional financial, business, or legal advice. The Client understands that the Coach does not guarantee any outcome, income revenue, and/or profit from the Parties' work together.

8. Cancellations & Rescheduling Appointments

If you are unable to keep an appointment that we have, please provide 24-hour notice to the Coach via email (tracy@masteringmomprenneurship.com). The Client can reschedule his/her appointment by email notification.

9. Limitation of Liability

Notwithstanding anything to the contrary contained herein, the Client's sole and exclusive remedy for negligence, failure to perform, or breach by the Coach hereunder shall be a refund of the amount paid but not earned on the Agreement. **IN NO EVENT SHALL THE COACH BE LIABLE TO THE CLIENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES.**

10. Indemnification

Client agrees to indemnify and hold harmless the Coach, Mastering Mompreneurship LLC and its agents, employees, representatives, successors and assigns from all direct and third party claims, losses, expenses, fees, including attorneys' fees, costs, and judgments that may be asserted against Mastering Mompreneurship LLC or the Coach, by any third parties that result from the errors, negligence, acts, and/or omissions of the Client and/or the Coach.

11. ARBITRATION

Any controversy or claim between the Parties shall be settled by arbitration before a single, mutually agreed upon arbitrator under the then current rules of the American Arbitration Association ("AAA"). If the Parties cannot agree upon an arbitrator, then each party shall appoint one arbitrator and then both arbitrators, in turn, shall appoint a third neutral arbitrator to hear the matter. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in a state court of Hawaii. The arbitration hearing shall be held in the state of Hawaii. Each party shall pay its own costs and expenses related to the arbitration, and shall split the cost of the arbitrator equally. The arbitrator will have no authority to award punitive or other non-compensatory damages to either party. No damages excluded by or in excess of any damage limitations set forth in this Agreement shall be awarded. The sole remedy for the Client shall be a refund of any amount paid to the Coach.

12. Entire Agreement

This Agreement contains the entire agreement between the Parties. There are no other promises or conditions in any other agreement (oral or written) between the Parties.

13. Severability

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision hereof. If any Section, subsection, sentence, or clause of this Agreement shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the Agreement as a whole or on any Section, subsection, sentence, or clause hereof not expressly so adjudged.

14. Applicable Law + Venue

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Hawaii, United States as they apply to contracts entered into and wholly to be performed in the State of Hawaii, United States. The Federal and State courts within the State of Hawaii, United States shall have exclusive jurisdiction to adjudicate any dispute arising out of or from this Agreement.

15. Photograph and Testimonial Release

The Client grants the Coach the right, title and interest to share any and all communications, wins, screenshots of communications, or testimonials in connection with the Client's participation in the Program for the purposes of promoting and marketing the Program across social media, advertisements, the Coach's website, and to the Coach's future clients. The Client understands that s/he will not receive any compensation for use of his/her likeness, testimonial, or image. The Coach will make all reasonable efforts to conceal the identity of the Client, unless otherwise granted permission by the Client to share his/her name or identifying information.

16. Confidentiality

The Agreement is considered a mutual non-disclosure agreement. *Both Parties* agree not to disclose, reveal or make use of any information learned by either party throughout the Term of the Program ("Confidential Information"). 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 shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own Confidential Information. The obligation of the Parties hereunder to hold the information confidential does not apply to information that is subsequently acquired by either Party from a third party who has a bona fide right to make such information available without restriction. Both Parties agree that any and all Confidential Information learned as of the Effective Date shall survive the termination, revocation, or expiration of the Agreement.

Permitted Disclosure. Notwithstanding anything in the foregoing, the Parties may disclose Confidential Information to the extent necessary as required by law, a court of competent jurisdiction, and/or any governmental authority or agency. Where permitted by law or legally permissible, the Parties shall disclose a request for information in writing to the other prior to disclosure.

I HEREBY CERTIFY THAT I, THE CLIENT, HAVE READ AND AGREED TO THE AGREEMENT AS STATED ABOVE.

BY READING AND AGREEING TO THE TERMS OF THIS AGREEMENT ONLINE I, THE CLIENT, AGREE TO BE BOUND TO THE TERMS OF THIS AGREEMENT.

As agreed to by:

Tracy Lombardi

Tracy Lombardi (*on behalf of*
Mastering Mompreneurship LLC)

[END OF AGREEMENT]