

## **TERMS AND CONDITIONS FOR SERVICES ASHTON LAUREN WELLNESS, LLC**

### 1. Applicability.

(a) These terms and conditions for services (these "**Terms**") are the only terms that govern the provision of services by ASHTON LAUREN WELLNESS, LLC ("**ALW**") to the client identified in the Order Form ("**Client**").

(b) The accompanying order confirmation (the "**Order Form**") and these Terms and the separate Medical Disclaimer (the "Medical Disclaimer") (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms, the Order Form and the Medical Disclaimer, these Terms shall govern, unless the Order Form expressly states that the terms and conditions of the Order Form shall control.

(c) These Terms prevail over any of Client's general terms and conditions regardless whether or when Client has submitted its order, or such terms. Provision of services to Client does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.

### 2. Services; Limitations.

(a) ALW shall provide the services to Client as described in the Order Form (the "**Services**") in accordance with these Terms. Client acknowledges that the Services generally consist of life coaching services including mindfulness coaching, life coaching and intuitive wellness training. The Services are intended for informational and educational purposes only and are subject to the limitations as set forth in the Medical Disclaimer.

(b) Client acknowledges and agrees that Client shall abide by all rules and requirements of ALW in connection with the conduct of the Services including, but not limited to, rules related to behavior, communication and treatment of other Clients or ALW personnel participating in any program or courses. Client acknowledges that compliance with such rules and regulations is necessary to assure protection of the rights of all participants and to avoid other participants feeling uncomfortable, threatened or abused physically, mentally or emotionally. ALW reserves the right, without warning or notice, to terminate any Client's participation in any Services, including programs and courses, in the event that ALW determines, in ALW's sole discretion, that a Client's behavior does not comply with such rules and requirements. In the case of any such termination, payment will not be refunded to Client.

3. Performance Dates. ALW shall perform the Services on the dates specified in the Order Form. Cancellation by Client of any scheduled programs or courses require not less than 10 days prior written notice. Cancellation by Client of any personalized and hourly Services require not less than 48 hours prior written notice. In the event Client fails to provide proper notice of cancellation, all fees for such Services shall be deemed non-refundable. In the event ALW is

unable to provide the Services on the dates specified, through no fault of Client, ALW agrees to refund the amount paid by Client if Client is unwilling or unable to reschedule such Services.

4. Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) In consideration of the provision of the Services by the ALW and the rights granted to Client under this Agreement, Client shall pay the fees set forth in the Order Form.

(b) If provided in the Order Form, Client agrees to reimburse ALW for all reasonable travel and out-of-pocket expenses incurred by ALW in connection with the performance of the Services.

(c) Client shall pay all invoiced amounts due to ALW on receipt of ALW's invoice and in all cases prior to commencement of the Services. Client shall make all payments hereunder in US dollars. In the event payment is not received prior to the time for commencement of Services, ALW, in its sole discretion, may cancel or re-schedule the time for performance of the Services.

(d) In the event payments are not received by ALW after becoming due, ALW may charge interest on any such unpaid amounts at a rate of 1% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid.

5. Taxes. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder.

6. Intellectual Property.

(a) All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of the ALW in the course of performing the Services, including any items identified as such in the Order Form (collectively, the "**Deliverables**") shall be owned by ALW.

(b) Client is granted a limited, non-exclusive, non-transferable, non-sublicensable license to use the Deliverables solely in connection with the Services.

7. Confidential Information.

(a) All non-public, confidential or proprietary information of a party, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers or clients, pricing, marketing, accounting records, (collectively, "**Confidential Information**"), disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by the Receiving Party without the

prior written consent of the Disclosing Party. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Receiving Party at the time of disclosure; or (iii) rightfully obtained by the Receiving Party on a non-confidential basis from a third party.

(b) Confidential Information of the Disclosing Party may be used by the Receiving Party only in connection with the Services. The parties shall protect the confidentiality of each other's Confidential Information in at least the same manner as they protect the confidentiality of their own proprietary and confidential information of like kind, but in any case with no less than a reasonable degree of care.

(c) Any violation or breach of these provisions related to Confidential Information will result in irreparable injury to the other party for which a remedy at law would be inadequate and that, in addition to any relief at law which may be available to a party for such violation or breach, the injured party shall be entitled to injunctive and other equitable relief as a court may grant after considering the intent of this Agreement.

#### 8. Representation and Warranty; Remedies.

(a) As more specifically set forth in the Medical Disclaimer, ALW makes no representations and warranties to Client in connection with the Services.

(b) In the event Client is not satisfied with the Services for any reason, Client must give written notice to ALW of such dissatisfaction immediately upon the provision of such Services, and provide in reasonable detail, the reasons for such dissatisfaction.

(c) ALW shall, in its sole discretion, either (i) if ALW determines that such dissatisfaction is justified, make a reasonable effort to rectify the cause of such dissatisfaction; or (ii) if ALW determines that Client's dissatisfaction is unwarranted, unsubstantiated or otherwise unreasonable, ALW shall notify Client of such determination. In the event ALW determines that Client's dissatisfaction is unwarranted, unsubstantiated or otherwise unreasonable, Client shall not be entitled to a refund for any fees paid in connection with the Services performed.

(d) THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND ALW'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

9. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION ABOVE, ALW MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

#### 10. Limitation of Liability.

(a) IN NO EVENT SHALL ALW BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, PHYSICAL, PSYCHOLOGICAL, EMOTIONAL OR OTHER DAMAGES OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT

OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ALW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL ALW BE LIABLE FOR ANY IN NO EVENT SHALL ALW'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO ALW PURSUANT TO THE APPLICABLE ORDER FORM.

(c) The limitation of liability set forth above shall not apply to (i) liability resulting from ALW's gross negligence or willful misconduct and (ii) death or bodily injury resulting from ALW's negligent acts or omissions.

11. Termination. In addition to any remedies that may be provided under this Agreement, ALW may terminate this Agreement with immediate effect upon written notice to Client, if Client:

(a) fails to pay any amount when due under this Agreement; or

(b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part

12. Waiver. No waiver by ALW of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by ALW. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Assignment. Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of ALW. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.

14. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

16. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the

courts of the State of Florida in each case located in Orange County, Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

17. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth in the Order Form or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

18. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement.

20. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.