

Please review our Coaching & Consulting Services Agreement Terms and Conditions

## **COACHING & CONSULTING SERVICES AGREEMENT TERMS AND CONDITIONS**

(effective as of January 1, 2021 | last updated Jan. 1, 2021)

PLEASE READ THESE COACHING & CONSULTING SERVICES AGREEMENT TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR (“USER” OR “CONSULTANT”) RELATIONSHIP WITH LOCA FIT CLUB, LLC D/B/A LILA LIFE (THE “COMPANY” OR “CONSULTANT”).

Any reference herein to “this Agreement” or “the Agreement” refers collectively to the Coaching & Consulting Services Agreement, which includes both the Coaching & Consulting Services Agreement Enrollment Form (“Enrollment Form”) and the Coaching & Consulting Services Agreement Terms and Conditions (“Terms and Conditions”). The Terms and Conditions articulated herein are expressly incorporated into and made part of the Enrollment Form to collectively produce the Agreement between the Parties.

Subject to the conditions set forth herein, Company may, in its sole discretion, amend the Terms and Conditions at any time by posting a revised version on their website, <https://www.lilalife.co>. Any revisions to the Terms and Conditions will take effect upon publication or dissemination to Client. Company is under no obligation to notify Client of updates made to the Terms and Conditions. Consultant agrees to be bound by the most up-to-date version of the Agreement, whether they received an updated copy or not.

CLIENT AGREES TO BE BOUND BY THE TERMS AND CONDITIONS. IF CLIENT ACCEPTS THE AGREEMENT ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, CLIENT REPRESENTS AND WARRANTS THAT THEY HAVE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE AGREEMENT AND CLIENT AGREES THAT THEY ARE BINDING BOTH THEMSELVES AND THAT ENTITY OR AGENCY TO THE AGREEMENT.

1. Conditions. Company will have no obligation under the Agreement until Client provides a valid and fully executed version of the Enrollment Form and Client has finalized, if applicable, payment to Company.

2. Scope of services. The scope of this Agreement is *limited* to the work described in your Enrollment Form. In exchange for compensation detailed in the Enrollment Form, Client will receive access to Consultant’s time, advice, and consultation regarding the limited matters identified in the Enrollment Form (“Services”). Ultimately, the question of whether work falls within the scope of Services will be handled with common sense, mutual agreement, mutual respect, and fairness. Company, however, retains the final right to determine what work or deliverables are included or excluded at Company’s sole discretion. Consultant responsibilities, may include, but are not limited to the following: coaching, Coaching & Consulting, email support, Voxer support, teachable access, coach accountable access, Eventbrite events, retreats, website, podcast, blogs, access to digital platforms (e.g., Facebook group), and group calls.

3. Duration default. The Enrollment Form details the duration of the Agreement (“Term”) and its Effective Date. Should the Enrollment Form fail to include detail regarding the duration of the Agreement, the Agreement will remain effective for 12 months with time tolling from the Execution Date, unless the Agreement is terminated by either party or the Agreement runs its course or all deliverables and Services are performed and finalized by Company sooner. If the Enrollment Form does not contain an Effective Date, then the effective date will be the first date upon which the Company began providing Services to User, as determined solely by Company.

4. Acceptance of clients. Company has exclusive and final authority with regard to pricing. Company shall have the absolute discretion to accept or reject any and all potential clients. Company may also establish and impose any conditions for acceptance that Company deems advisable.

5. Payment. Client agrees to compensate Company for all services rendered on its behalf. All payments are non-refundable once made. The compensation structure for this Agreement is detailed in the Enrollment Form, and, as applicable, more

detail is provided herein. Client agrees to pay Company according to the service offering option(s) Client selected on the Enrollment Form.

6. Form and method of payment. Client agrees to remit payment directly via Credit Card using Stripe, through their accountable coach, or as otherwise agreed and pursuant to the frequency Client selected in the Enrollment Form.

6.1. Chargebacks prohibited. Client waives any right it may have to request a chargeback through Client's credit card company, banking institution, or any authorized representative for services or any other amount paid to Company under this Agreement. Client will be responsible for and will indemnify Company with respect to any and all chargebacks initiated by Client, or Client's partners, affiliates, representatives, or associated individuals (which includes, but is not limited to the individual owners of an associated entity that hired Company) in relation to this Agreement. If Company is harmed by Client's chargeback, including, but not limited to Company suffering any financial loss (including, but not limited to, the claw back of funds from bank accounts causing a negative impact on Company's regular business operation, etc.), Company expending time to respond or otherwise object to Client's chargeback, or if Client advances a fraudulent chargeback against Company, Client agrees to pay Company the higher amount of either (i) 3 times the amount of Client's unauthorized chargeback or (ii) a \$30,000.01 penalty. In addition to the agreed penalty for Client's initiation of a chargeback against Company, Client will also be responsible for any of Company's time spent fighting the chargeback at Company attorney's hourly rate, which starts at \$550.00 an hour.

6.2. Client responsible for credit card merchant fees. We strive to make payment as easy on our clients as possible. Payment via check, ACH, bill pay, etc., is an option for all clients, as long as payments are timely received. Should Client pay via credit card, however, as most clients do, Company will pass on a charge a 3% convenience fee to the Client. Should Client need or request via an assigned coach, the use of advanced features not included within the originally agreed-upon program, the monetary values of these advanced features can also be added to the fees. The convenience fee will be added as a line item to the Client's monthly bill or sent via a separate invoice sent directly to the Client.

7. Billing. Company will provide regular invoices to Clients in either of two ways: Should Client pay for services in full, Company will provide only one invoice containing all the agreed-upon services. Should Client pay for services monthly, Company will provide a monthly invoice on an agreed-upon date between coach and client. All invoices regardless of payment option will be sent out via accountable coach, via our payment processor, or as otherwise deemed appropriate by Company. Client's failure to timely remit payment according to Company's invoice on time may result in late payment penalties. If payments are not made on time, the Client agrees to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

8. Refunds. The Company offers a 7-day refund option for purchases. In the event that the Client decides that entering into the Program was not the right decision, within seven (7) days after enrollment, the Client may contact the Consultant's support team at [hello@lilalife.co](mailto:hello@lilalife.co) and let the Consultant know that the Client would like a refund. Client bears responsibility for ensuring that Company receives written Notice of Client's Refund Request within 7-days from the Effective Date. Company will not issue refunds where Client fails to provide written Notice, fails to timely remit their Refund Request, or if Client fails to satisfy any other terms of the Agreement. All payments are non-refundable, and the Client is responsible for full payment of fees for Services. Notwithstanding the above, all refunds are discretionary as determined by the Consultant. If the Client downloads the materials, takes advantage of the special deals/discounts, and then asks for a refund, the Consultant reserves the right to deny the request. The Consultant's generous refund policy was built to give people the opportunity to see if the Program is a good fit for them or their business. Stealing the material is NOT covered under the Refund Policy. Except as explicitly provided herein, all payments under this Agreement will be irrevocable and non-refundable. Should Client need or request a new coach, they will be matched with a new one. Should client wish to cancel payments for a particular program, any outstanding balance will be, as chosen by Client, credited to other services.

9. Rescheduling. Once payment is made for booking a session, fees are 100% non-refundable, but session fees can be applied to an appointment at a later date if the Client needs to reschedule. However, each Client may receive one free rescheduling if the session is rescheduled prior to the twenty-four (24) hour window before the call. Client must reschedule prior to twenty-four (24) hours before Client's session begins or Client's payment and one-time complimentary rescheduling will be forfeited. To reschedule your session, simply send an email to [linda@lilalife.com](mailto:linda@lilalife.com). If the session is cancelled within

twenty-four (24) hours before the scheduled start of Client call, no refunds are available. Company may, at its discretion permit rescheduling exceptions for limited reasons, which include, but are not limited to, illness of the client or dependent or caretaker, and/or the passing of a loved one.

10. Company personnel. As and when necessary, Company may draw upon the talent and knowledge of partners, associates, paralegals, contractors, consultants, or other parties (which may include personnel outside of Company, freelancers, or independent contractors, etc.) to be selected at Company's sole discretion and without approval or notice to Client to assist in providing Services to Client.

11. Company accessibility. Client is hereby placed on notice that Company may not operate from a traditional brick and mortar location, and may, for instance, be operated from a shared co-working space or home office. The Company is closed on all National holidays. Company is generally available during normal business hours 9:00 am through 5:00 pm, Monday through Friday. Client agrees not to contact Company during non-business hours unless Client is experiencing an emergency. Company will provide instructions detailing what type of situations constitute an emergency. As a general rule, Client must schedule meetings in advance. Client must provide Company sufficient and reasonable notice to schedule in-person meetings. Client should never stop-by unexpectedly for in-person meetings.

12. Matters outside the scope of Company's skillset. Whether services are within Company's skillset is a decision to be made at Company's sole discretion. Company may oversee or work closely with external specialists retained to perform services for Client. Company may provide Client with a referral to external service providers. Any referrals made by Company are not guarantees on quality or work-product. Client is responsible for and should independently ensure competency of any individual or organization hired to services its need, even those referred by Company or Company's representatives.

13. Limitation of liability. The Client agrees that it will use the Consultant's services at its own risk and that Services are an educational tool and supplement for additional work and effort that will be required by Client to achieve success in the form of Client's desired outcomes. The Client releases the Consultant, its officers, employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, instructors, guides, staff, program participants, and related entities, as well as the venue where any Company-led events or programs are being held (if applicable), and any of its owners, executives, agents, or staff of and from any and all damages that may result from any claims arising from any agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from the Client's participation in Services. The Client accepts any and all risks, foreseeable or unforeseeable. The Client agrees that the Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the Consultant's services or enrollment in the Program. The Consultant assumes no responsibility for errors or omissions that may appear in any of Company's materials.

14. Client responsibilities, representations, and warranties. Client makes the following representation, warranties, acknowledgements, and consents to Company:

14.1. Client is of sound mind, has the capacity and authority to enter into this Agreement, and has authority to bind the individual or entity identified as an essential party to this Agreement;

14.2. Client, its representatives, and affiliated individuals or entities are engaged in lawful business and personal pursuits;

14.3. Client, its owner(s), representatives, and affiliates are not now, nor will they be during the pendency of this engagement, intentionally engaged in any fraudulent activity, including, but not limited to, money laundering, unfair trade practices, Ponzi schemes, financial crimes, or any other dishonest or deceptive activities or schemes;

14.4. Client, its owner(s), representatives, and affiliates are pursuing business interests and partnerships ethically and morally, such that Company will bear no responsibility for any issues whatsoever arising out of Client's omissions or misdealing with Client's business relationships (e.g., investors, business partners, etc.);

14.5. Client warrants that payments made to Company for services are made with a currency that rightfully belongs to Client, has not been illicitly gained, or is not otherwise encumbered;

14.6. Should Client's deceit, failure to fully disclose pertinent information to Company, or other willfully negligent or deceptive activities cause Company to be harmed in any way, Client—through its business or other applicable insurance coverage, company assets, or in Client's individual capacity—will indemnify and hold Company harmless for any harm or exposure whatsoever Company may endure.

14.7. Client consents to Company's capture of photos, images, videos of Client or its representatives at events, business-related events, or in any other professional context. Client understands that Company may use all images, photos, videos, quotations, captions, reviews, or the like ("Materials") without any additional consent or compensation to Client. Client will not receive monetary compensation for Materials captured by Company. Client authorizes Company to distribute and reproduce Materials, which may include Client, Client's representatives, or Owners' image or likeness. Client agrees that Company may use Materials for commercial or non-commercial purposes. Client grants Company permission to upload Materials on social media or the internet, which includes but is not limited to Facebook, Twitter, Instagram, LinkedIn, the Company's website. Should Client provide Company a review, Client authorizes Company to copy, transfer, and distribute Client's review in other mediums and publications.

14.8. Client acknowledges and accepts that Consultant's Services and any related programs or materials are developed for strictly educational purposes ONLY. The Client accepts and agrees that it is 100% responsible for its progress and results. The Consultant makes no representations, warranties, or guarantees verbally or in writing. The Client understands that because of the nature and extent of the Services, the results experienced by each client may significantly vary. The Client acknowledges that as with any business or personal endeavor, there is an inherent risk of loss of capital and there is no guarantee that the Client will reach its goals as a result of participation. Advice, coaching, education, and information provided by Consultant to Client is intended for a general audience and does not purport to be, nor should it be construed as, specific advice tailored to any individual. Even if the advice, coaching, education, or information provided to Client from Consultant is tailored specifically to Client, the Client assumes all responsibility for results of application of advice. Client understands and acknowledges that Company has no responsibility for errors or omissions that may appear in any advice, coaching, education, or informational materials provided to Client.

14.9. Client acknowledges and accepts that under the Agreement, Client has a duty to read the terms of the membership policy. Furthermore, the Client understands and accepts that Client is precluded from using lack of reading as a defense against all remedies contained herein.

15. Termination. Either Party may terminate this Agreement prior to the conclusion of the Term.

15.1. Termination by Consultant. The Consultant is committed to providing all clients with a positive experience. By purchasing Services and entering into the Agreement, the Client agrees that the Consultant may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate the Client's participation in Services or Company-led programs without refund or forgiveness of monthly payments if the Client becomes disruptive to the Consultant or program participants, the Client fails to follow Company guidelines, is difficult to work with, impairs the participation of the other program participants, or upon violation of the terms of this Agreement as determined by the Company. The Client understands that in the event of such termination for any of the reasons outlined herein, Client will still be liable to pay the total contract amount owed Company.

15.2. Termination by Client. Client agrees to provide Company with at least 30-day written Notice before terminating this Agreement. Clients who terminate their Agreement with the Company must participate in a live exit interview as a condition to finalizing the Agreement termination.

## 16. Disclaimers and disclosures.

16.1. No guarantees made to Client. Client acknowledges that Company has made no guarantees or warranties in the disposition or outcome of any services provided by Company to Client. Nor will Company ever make such promises or guarantees. Company cannot and does not guarantee any specific outcome or result to Client. Company's comments about the outcome of matters are expressions of opinion only.

16.2. Client bears full obligation for any corresponding tax obligation. In connection with this Agreement and the provision of services, Client may properly receive and take tax-related directions and instructions from and perform services as directed or requested by or discussed with, Client's and Client's officers, managers, agents or representatives. Company will not be advising Client on any tax matters. Client bears full responsibility for and should consult with and collaborate with Client's C.P.A. (accountants, tax advisors and/or auditors, etc.) to understand Client's tax liabilities and responsibilities. No matter the context, Client alone bears full responsibility for the tax consequences resulting from Company's provision of services. Client agrees to indemnify and hold Company harmless for any tax-related liabilities Client may bear as a result of Company's provision of services on Client's behalf.

16.3. Client bears full obligation for any corresponding securities obligations. In connection with this Agreement and the provision of Services, Client may properly receive and take securities-related directions and instructions from and perform services as directed or requested by or discussed with, Client's and Client's officers, managers, agents or representatives. Company will not be advising Client on any securities matters. Client bears full responsibility for and should consult with and collaborate with a securities expert to understand Client's securities-related liabilities and responsibilities. No matter the context, Client alone bears full responsibility for the securities consequences resulting from Company's provision of services. Company will not advise Client on any federal or state securities matters. If the matter or services for which Company is being engaged involves the preparation of information and/or disclosure (including "risk factors") schedules, exhibits or documents regarding Client or Client's company (and/or, among other things, its business, affiliates, management, operations, contracts, intellectual property, plans, results of operations, financial condition and/or prospects), Client and Client's management personnel will solely be responsible for preparing and verifying, as to accuracy and completeness, all such schedules, exhibits and documents. Client agrees to indemnify and hold Company harmless for any securities-related liabilities Client may bear as a result of Company's provision of services on Client's behalf.

16.4. Specialized advice. The Consultant is not is not an employee, agent, lawyer, doctor, manager, therapist, public relations or business manager, registered dietician, or financial analyst, psychotherapist or accountant. In connection with this Agreement, each party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose. The Client understands that the Consultant has not promised, shall not be obligated to and will not: (1) procure or attempt to procure employment or business or sales for the Client; (2) perform any business management functions including but not limited to, accounting, tax or investment Coaching & Consulting, or advice with regard thereto; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (4) act as a public relations manager; (5) act as a publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for the Client; and/or (6) introduce the Client to the Consultant's full network of contacts, media partners or business partners. The Client understands that a relationship does not exist between the Parties after the conclusion of this Agreement. If the Parties continue their relationship, a separate agreement will be entered into.

16.5. Specialty Disclaimers. The Client understands that the Consultant has made every effort to accurately represent the Services and their potential. The Client further understands that there is no guarantee that Client will earn any money using the techniques and ideas supplied to Client through the Services or otherwise in the Company's materials. Examples in the materials are not to be interpreted as a promise or guarantee of earnings. Earning potential is entirely dependent on the person or entity implementing the Company's products, ideas, and techniques. The Consultant does not position its Services as a "get rich quick scheme" or as a cure for all Client's problems. Any claims made of actual earnings or examples of actual results can be verified upon request. The Client's level of success in attaining the results claimed in Company's materials depends on the time the Client

devotes to the ideas and techniques mentioned, and its finances, knowledge and various skills. Since these factors differ according to individuals, the Consultant cannot guarantee the Client's success or income level; nor is the Consultant responsible for any of the Client's actions. The Client also understands that materials provided directly to Client, accessible on the Consultant's website or digital platform may contain information that includes or is based upon forward-looking statements within the meaning of the Securities Litigation Reform Act of 1995. Forward-looking statements give the Consultant's expectations or forecasts of future events. The Client can identify these statements by the fact that they do not relate strictly to historical or current facts. They use words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and other words and terms of similar meaning in connection with a description of potential earnings or financial performance. Any and all forward-looking statements in any of the Consultant's material are intended to express opinions of earnings potential. Many factors will be important in determining actual results and no guarantees are made that the Client will achieve results similar to the Consultant's or anyone else's, in fact no guarantees are made that the Client will achieve any results from the Consultant's ideas and techniques contained in its materials. You acknowledge and agree that the Company does not provide any form of medical care, medical opinion, medical advice, diagnosis, or treatment. The contents of our mindset coaching and wellbeing program, among others are for educational purposes only. Although such Content may be provided by individuals in the medical profession, the provision of such Content does not create a doctor-patient relationship, and does not constitute a medical opinion, medical advice, or diagnosis or treatment of any particular condition. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Individuals should always seek the advice of your physician or other qualified healthcare provider with any questions you may have regarding a medical condition.

16.6. Privacy and digital security disclosure. In the course of providing Services, Company may receive nonpublic personal information about Client. Company will hold such information in strict confidence. Such information will not be intentionally disseminated to any person or entity outside Company without Client's consent, unless such disclosure is warranted to advance Client's interests justifiably or is required under applicable law, or in the event of unexpected or unpreventable dissemination of private Client documents as the result of a data breach. Company may store some or all of Client's files on a variety of digital platforms, including third-party cloud-based servers (which include, but are not limited to Coachaccountable, Flodesk, Gsuite, Stripe, Bench, etc. Through these Terms and Conditions, Client is hereby placed on notice that appointments (including, but not limited to, workshops, phone calls, digital conference calls, or in-person meetings) with Company may, at times, be recorded or transcribed, which includes but is not limited to recording features in conferencing software (e.g., Zoom, etc.). Although Company makes a good faith effort to ensure hardware, servers, recordings, transcriptions, notes, and software are secure, there remains a risk that Client's confidential or private information may be disclosed through an unanticipated data breach. By signing this Agreement, Client consents to Company's use of such software, storage services, that meetings may be recorded, and consents to any associated risks.

17. Independent contractor relationship. Company is an independent contractor with regard to Client's business, venture, or other income earning opportunity developed while working with Company. Nothing herein will be construed to make Company a partner or joint venturer or to make Company liable for the obligations, acts or activities of Client or Client's businesses or ventures. Company has the sole right to control and direct the means, places, manner, and method by which it will perform its obligations hereunder. Company also has the right to perform such obligations at any place or location and at such times as Company may reasonably determine. Neither Company nor Company's employees or contract personnel are, or shall be deemed, employees of Client's or Client's affiliated entities. As an independent contractor, Client agree that Company has the right to perform services for others (third parties) during the term of the Agreement and is not required to devote full-time to the performance of its obligations hereunder; and Company has the right to hire qualified contractors and/or to use qualified employees of its own to perform its obligations hereunder.

18. Coaching Services and assignment of coaches. The nature of the Services to be provided pursuant to the Agreement are those selected by Client on the Enrollment Form. However, Client understands and acknowledges that Company may update and modify such Services from time to time without providing Client with prior notice. Client also understands that Company may assign different members of the Company to work with Client based upon the nature of Services Client elected to receive pursuant to the Enrollment Form. Client understands and agrees that Company may take various factors into account when determining which of its employees or team members to assign to work with Client including but not limited to the distinct challenges and opportunities Client may then be having. Client further understand that it is Company's

policy to regularly re-assign members of its team so that the business receives fresh perspectives and regular injections of new ideas and that Client has no right or expectation to have any particular member of Company's team assigned to Client. While some of our Services refer to certain coaches with specific titles/designations, these titles/designations do not infer or imply that Client's designated/titled coach will perform the functional duties and responsibilities that are common to these titles/designations.

19. Assumption of risk. Client understands that Company events or Service may contain activities in which my participation would include verbal, emotional and physical acts, including loud noises, challenging questions put to me in front of others, movement by me on and off a stage and to various positions, rooms, spaces or other locations where parts of the events will be held. Client understands and acknowledges that there is no part of any of the events in which participation is required. Client understands that they are under no obligation to participate in any part of any of the events or coaching techniques that Client disagrees with or feels uncomfortable with. Client will only participate in portions of the events or Services for which Client is physically fit and emotionally capable. Client assumes all risks of injury and damage to property they may sustain as a result of participating in any events or Services with Company and waives any claims they may have against Company, its officers, directors, employees, independent contractors and fellow participants in relation thereto. Client understands and acknowledges that as a condition to being allowed to participate in certain events, Client may be required to sign additional waivers, releases, confidentiality and other agreements.

20. No legal or professional advice. Client understands and acknowledges that nothing said in the events or Services by Company or others with whom Client may interact should be considered by me to be individualized legal, financial, investment, tax, insurance, medical or any other kind of professional advice. Client understands and agrees that Company is not a law firm, accounting firm, healthcare provider, or any otherwise certified/licensed service provider that has specialized or fiduciary duties. Client understands that Company makes no representations, promises, assurances or warranties as to the results client may achieve by implementing any advice, information, tools or techniques Client learns while participating in the Service or events (or any other learning experience provided by Company.) Client will exercise their own good judgment and seek independent professional legal, financial, investment, tax, and insurance advice before relying or acting upon any information from Services, at event, or in materials provided by the Company to Client.

21. Technical support. Company shall make a good faith effort to answer questions by email to Company during normal business hours regarding use of the Programs. No representation is made as to time to reply to such questions.

22. Appearance release. Client hereby consents and agree that when Client attends any Company event or function or participates in any scheduled Company private or coaching calls, Company may record live action video footage, photograph, and record image, voice, or materials of all participants, including Client, ("Recordings"). Client hereby irrevocably assign to Company and agrees that Company is the exclusive owner under US Copyright law of, the Recordings and any results and proceeds deriving therefrom, with all rights throughout the universe in all media, formats and platforms now existing or hereafter created, an unlimited number of times and in perpetuity, to use and license others to use all or any portion of the Recordings, to include, but, not limited, use of the Recordings for Company training and educational purposes. Client further assign all rights, title, and interest to Company, Client may have in any photographs, motion pictures, audio recordings, or other records of the events that Client may capture ("Participant Recordings") and acknowledges that Company does not grant me any right or license to use Participant Recordings for anything other than for private and personal use, without Company's prior written consent. Client irrevocably permits, authorizes and licenses Company to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, add to or delete from, adapt, translate, create derivative works from, combine with other materials, exploit, sell, rent, license, stream or otherwise use and permit others to use the Recordings, any Participant Recordings shared with Company, and any materials Client may create and/or share with Company for any purpose, including but not limited to in Company's advertising, marketing, promotions, packaging, public relations, publishing on websites and social media, in products and services, and in all other media, formats and platforms now existing and hereafter created without my further consent, or the payment to Client of royalties or other compensation. To the fullest extent permitted by law, Client hereby voluntarily and irrevocably gives up, waives and relinquishes all legal and equitable rights Client may have (and agree not to commence any action) relating to any liabilities, claims, demands, actions, suits, damages, attorneys' fees, costs and expenses, including claims for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress, and any other cause of action under any legal theory that may arise out of Company's use of the rights Client has

granted to Company above in the Recordings and the Participant Recordings and agree to indemnify, defend and hold harmless the Released Parties from any third-party claims arising therefrom. Client represents and warrants that Company's use of the Recordings and Participant Recordings, including any materials Client may display therein, do not and will not violate the rights of third parties or conflict with or violate any contract with or commitment Client has made to any third party. Client explicitly agrees that Client is not entitled to any compensation or fees for any written content or media that Client may share with Company about the event or Client's experiences with Company, and that my sole consideration is my ability to participate in Services or events. Client understand that Company relies upon each of my statements above in agreeing to allow Client admission into events and provision of Services. Client hereby waives and shall not be entitled to seek or obtain injunctive or other relief that in any manner could impair the development, production, distribution and/or exploitation of the Recordings, Participant Recordings and any Company content in any format and on any platform.

23. Mutual non-disclosure and non-disparagement. The Consultant must respect the Client's privacy and the Client must respect the Consultant's and program participants' privacy. The Consultant and the Client understand and agree that they have a mutual non-disclosure agreement where neither party will make public any confidential or private information. Client also agrees that neither Company nor User will make or induce others to make any negative, critical, or adverse remarks, whether written or oral, concerning one another, or any of Company's affiliated entities, officers, directors, employees, other members of Company, its publications, products, or services (hereafter "Disparaging Remarks"), except if testifying truthfully under oath pursuant to a lawful court order or subpoena.

24. No transfer of intellectual property. Client understands and agrees that Company does not, directly or by implication, by estoppel or otherwise, grant Client any rights or licenses in any of Company's intellectual or tangible property. Company shall retain title to and all rights in the all of Company's content and related services (each and collectively "IP"), including without limitation all intellectual property, know how, show-how or rights therein, including, without limitation any patent, copyright, trade secret, derivative, trademark and other proprietary rights, within the IP. Client agrees that they are granted only the non-exclusive right to download and use the IP for their own internal business purposes and that they are not authorized to resell, sublicense, or use any such resources for any commercial use or purpose, to, include, but, not limited to, using or disclosing IP at any time to compete with Company, or to otherwise assist any third party to compete with Company, in the providing of on- going management and operational coaching and advisory services in the United States and Canada.

25. Confidentiality and proprietary materials. Each of the Parties acknowledges and agrees that all non-public documents and information that each may provide to the other hereunder, in written, electronic, or voice form/format, including, without limitation all commercially sensitive non-public information such as techniques, drawings, inventions, know-how, show-how, software, information relating to current, future and/or proposed products and services (including the pricing of Programs and other goods and services offered by Company), financial information, customer and/or member lists, marketing methods, financial and accounting information, compensation methods and structures, business practices, strategies, processes, policies and procedures, forms, checklists, templates, tools, pricing and costs (collectively, the "Confidential Information") constitute the valuable trade secrets of the disclosing Party, disclosure of which to unauthorized third parties will cause damage to the disclosing party and its business. Confidential Information does not, however, include any information: (i) that can be seen by the public on a disclosing Party's public facing website, (ii) that at the time of disclosure is within the public domain, (iii) that becomes a part of the public domain after disclosure through no fault, act or failure to act, error, effort or breach of this Agreement by a receiving Party, (iv) is discovered by a receiving Party independently of any disclosure by the disclosing Party, or (v) is obtained from a third party who has a legal right to possess and lawfully disclose such information. Each Party agrees to keep the disclosing Party's Confidential Information in confidence and shall not, at any time during or after the termination of this Agreement, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information or use the Confidential Information of the disclosing Party for any purpose other than to exercise its rights or fulfill its obligations under this Agreement. These limitations on disclosure of a disclosing Party's Confidential Information shall not apply, however, to any Confidential Information that a receiving Party is required by order, statute or regulation, of any government authority to be disclosed to any federal or state agency, court or other body to disclose. This Section survives termination of this Agreement for any reason. Confidential Information does not include the mere existence of a business relationship between me and Company for Company's publicity or marketing purposes. Company may disclose for publicity promotional and marketing purposes Company's relationship with me and for this purpose is granted a worldwide, perpetual, non-exclusive, royalty free, fully paid-up license to use my name and business logo. Publicity of this nature, including client references and case studies, is



valuable to Company, which value is also reflected in the price of Services, events, and other offerings available to Client. Client agrees that they will not use or disclose Company's Confidential Information at any time to compete with Company, or to otherwise assist any third party to compete with Company, in the providing of on-going management and operational coaching and advisory services in the United States and Canada. Client agrees that information and content that Client posts to areas of the digital platform or private Company social media sites that are viewable by others (for example, on stage, at a live at a Company event, on a Company blog, forum or chat-room, etc.) is not proprietary, private, or confidential. Company has no obligation to monitor posts to the private members' site nor to exercise any editorial control over such posts; however, Company reserves the right to review such posts and to remove any material that, in Company's sole judgment, is not appropriate. Client agrees that Company can and (from time-to-time) will monitor my access and use of the Services, offerings, online resources, or digital platforms without notification to Client. Company may record or log my use in a manner as set out in Company's Privacy Policy that is accessible through the Privacy Policy link on Company's public facing home page. Company customer and/or member lists and Company marketing methods are all Company-Confidential Information and subject to the above provisions. Accordingly, Client will not solicit other Company members for any services and/or promotions that are not related to Company-sponsored Programs, and then only upon Company's prior written approval. Client will also not use the Company's digital platform or forums and/or any Company events to solicit other Company members for any services and/or promotions that are not related to Company-sponsored Programs, and then only upon Company's prior written approval.

26. Non-solicitation. Client understands and agrees that Company invests substantial training and knowledge of Company's proprietary Intellectual Property in the employees, contractors and staff of Company ("Personnel"). It is Company's practice to require Personnel to agree to non-compete and non-solicit clauses in their agreements with Company. Therefore, (a) during this Agreement, including, without limitation, any extensions, renewals and/or continuations thereof, and (b) for a period of two (2) years thereafter ((a) and/or (b) being the "Restricted Period"), Client agrees that neither Client, nor any other person or entity over which Client exercise direct or indirect control, in full or in part (hereafter "Related Person"), shall (a) directly or indirectly solicit for employment or actually hire, any Personnel, who has been a member-facing or member training employee or a Company coach, CEO, COO and/or CFO at any time during the Restricted Period; and/or (b) compete with, or assist/advise another to compete with, Company in the management and operations coaching market in the United States and/or Canada for by providing ongoing coaching, Coaching & Consulting, and/or advisory services which may be reasonably confused with or substituted for Company's services and which will lead to, or has resulted in, the direct or collateral use and/or disclosure of Company's Confidential Information and/or Intellectual Property. The covenants set forth in this Section are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant. Moreover, in the event an arbitrator or any court of competent jurisdiction shall determine that the scope, time or territorial restrictions above are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which the court deems reasonable, and the Agreement shall thereby be reformed.

27. Non-competition. During the Term of the Agreement, Client will not, directly or indirectly, on Client's behalf or on behalf of or in conjunction with any person, business, firm, company, or other entity, set up, join, become employed by, be engaged in, or provide any advice or services to, any enterprise (including, without limitation, any corporation, partnership, proprietorship, or other venture) which competes with Company. For a period of two (2) years following the termination the Agreement, Client will not, directly or indirectly, on Referring Party's own behalf or on behalf of or in conjunction with any person, business, firm, company, or other entity, set up, join, become employed by, be engaged in, or provide any advice or services to, any enterprise (including, without limitation, any corporation, partnership, proprietorship, or other venture) within the United States or Canada where the competitive business engages in the same business, providing similar service, or provides or is developing a platform similar to Company's software and services.

28. Indemnification and adverse actions. Client agrees to indemnify, defend and hold harmless, Company and Company's employees, stockholders, attorneys, officers, directors, agents and representatives, from any and all liabilities, claims, demands, damages, injuries, and actions, including court costs and attorney fees, which Company may incur, suffer, become liable for, or which may be asserted or claimed against Company as a result of any willful misconduct, negligent acts, deceptive practices, misrepresentations, fraudulent acts, intentional omissions or criminal activity of Client or any of Client's employees, agents or representatives. Client agrees to indemnify, defend and hold harmless Company and Company's employees, stockholders, attorneys, officers, directors, agents and representatives, from and against any and all liabilities, claims, demands, damages, injuries, and actions, including court costs and attorney fees, arising out of Client's

failure to meet its contractual obligations to Company. Client hereby agrees to release, indemnify, defend and hold harmless Company, its owners, members, directors, officers, past and present employees, agents, affiliated companies, assigns, and successors (the "Released Parties") from any claims, losses and injuries, whether physical, emotional, financial, or otherwise (i) that Client may sustain during the provision of Services, at Company events, or in any of the Company sponsored programs in which Client participates, or as a result of attending said events or programs, and/or (ii) that may be asserted by third-parties against Company arising out of my acts or omissions at an event or as a member of Company or arising out of my following Company's advice or using Company's materials, whether caused in whole or in part by the Released Parties, and even if such injuries result from the negligence of the Released Parties, to the full extent permitted by law. In connection herewith, Company agrees to promptly notify me in writing of any indemnified claim. Company may but is not obligated to participate in any such indemnified claim through counsel of its choice at its own expense. Client's obligation to defend, indemnify and hold harmless Company shall survive the expiration or termination of this Agreement for any reason. No settlement of an indemnified claim may be finalized nor any consent to the entry of a judgment against Company without Company's prior written consent. If the Client, its representative, or affiliates are: (i) served with a lawsuit relating to the delivery, advertising, and/or promotion of services; or (ii) the subject of a federal, state, or local investigation or enforcement action, to include, material tax delinquencies, tax fraud and/or tax evasion; and/or (3) the subject of a criminal investigation, the Client must notify Company in writing of the event within five business days of the Client being served with a lawsuit or a notice of investigation, enforcement action, or a subpoena delivered by a regulatory association, government entity, or regulatory body.

29. Insurance. Client agrees that at all times during the term of this Agreement, Client shall obtain and maintain such insurance coverages as are customarily held by like individuals or businesses in a similar line of work, including automobile insurance, comprehensive or commercial general liability insurance, and professional liability (malpractice) insurance coverage, for risks including bodily injury, personal injury, property damage, malpractice and contractual liability. Client agrees to provide Company with evidence of such insurance upon reasonable request.

30. Notices. Company may give notice to Client by means of, either, in Company's discretion: (i) a general notice in my account information, (deemed given upon posting); or (ii) by electronic mail to my e-mail address on record with Company, (deemed given upon electronic delivery); or (iii) by written communication sent by first class mail or pre-paid post to my address on record with Company (deemed given upon the expiration of seventy-two (72) hours after mailing if sent by first class mail or pre-paid post). Client shall give notice to Company by email or Voxer through the email address provided by their coach, or through linda@lilalife.com. Notices will not be effective unless sent in accordance with the above requirements. Please note that all notices must be in writing.

31. Dispute resolution. In the event of any dispute between Company and Referring Party arising from this Agreement or otherwise, the parties agree first to make a good faith effort to resolve the dispute through in-person negotiation at a mutually agreeable venue. The parties agree to make a good faith effort to schedule an in-person negotiation to take place within 14 business days of either party's written request for negotiation served upon the other party in writing. If the parties' efforts to resolve the dispute fails and the parties proceed to litigation, the prevailing party will be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, expert witness fees, paralegal charges and other charges.

32. Forum selection. This Agreement will be interpreted and construed by the laws of the State of Florida without regard to its principles on conflicts of laws. The parties agree that any disputes, controversies, or claims between Company and Referring Party related to or arising out of this Agreement will be submitted to the appropriate court situated in Palm Beach County, Florida, or submitted to a mutually agreed-upon alternative dispute resolution service provider based in South Florida.

33. Attorneys' Fees. If either party employs an attorney to enforce any of the provisions of this Agreement, the non-prevailing party agrees to pay the reasonable attorneys' fees and disbursements, at trial and on appeal, of the prevailing party.

34. Injunctive Relief. Each Party acknowledges that they would be irreparably harmed and would have no adequate remedy at law in the event of a breach of confidentiality. Accordingly, in addition to any other remedy available at law or in equity, both parties consent to the entry of a temporary restraining order, injunction or other similar order or action of any judicial authority, without the necessity of posting a bond, to enforce the provisions regarding confidentiality.

35. Binding Effect. This Agreement is binding upon, will inure to the benefit of, and will be enforceable by and against all the parties and their respective heirs, legal representatives, successors, and permitted assigns.

36. Remedies Cumulative. Except as otherwise expressly provided herein, all rights, powers and privileges conferred hereunder upon any party are cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy, but each and every such remedy is cumulative and is in addition to every other remedy given by agreement or now or hereafter existing at law, in equity or by statute.

37. Further Assurances. Each of the parties agrees to execute, deliver, acknowledge, or supply such further documents, instruments and assurances as are reasonably necessary or appropriate to carry out the full intent and purposes of this Agreement.

38. Entire agreement. This Agreement contains the entire agreement of the parties. No other agreement, statement, oral or written communication (emails, phone calls, etc.), or promise made on or before the effective date of this Agreement will be binding on the Parties.

39. Modification. This Agreement, as well as any documents incorporated by reference herein, contains all terms and conditions relating to this matter. Amendment or modification of this Agreement must be in writing. This Agreement is binding upon and will inure to the benefits of both Company and Referring Party's respective successors, representatives, and assigns.

40. Construction. The use of any gender herein shall be deemed to include the other gender and the neuter, as required by the context. Whenever used herein, any pronoun or defined term will be deemed to include both the singular and plural, as the context requires. This Agreement will not be construed against or interpreted to the disadvantage of any party by reason of such party having structured, initially prepared or drafted this Agreement or any agreements, instruments or other documents executed in connection herewith. Each of the parties acknowledges that it has had access to legal counsel in connection with the negotiation, documentation and execution of this Agreement and any agreements, instruments or other documents executed in connection herewith.

41. Waiver. Failure of Company to insist on strict compliance with any of the terms, covenants, and conditions of this Agreement will not be deemed a waiver by Company of such terms, covenants, and conditions, or of any similar right or power hereunder.

42. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument. The parties agree that signatures transmitted electronically, whether sent via facsimile or emailed as attached files (e.g., PDF), will be acceptable to bind the parties and will not in any way affect this Agreement's validity.

43. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

44. Force Majeure. Company will not be liable for delay or failure in performance resulting from acts beyond the control of Company, including, but not limited to, power failures, hurricanes or inclement weather, traffic, banking delays, governmental shutdowns, pandemics, or other unexpected acts of nature. Company's performance in such circumstances will be suspended for the period of delay. Where it is reasonably foreseeable that the delay will be indefinite, then the terms which cannot be performed will be deemed invalid and severed from the balance of the Agreement. Company will be excused from performing the severed terms based on frustration. Company bears no responsibility for suspension, severance, or other delay of material provisions to this Agreement, which result from the types of unexpected acts detailed herein.

45. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such successors and permitted assigns, any legal or equitable rights hereunder.