

Service Agreement

This Services Agreement (this "Agreement") is made and entered into by and between Piper Mentorship LLC, a Wisconsin limited liability company ("Piper Mentorship"), and the Client whose signature appears below (the "Client"). This Agreement may refer to Piper Mentorship or the Client as a "Party," or collectively as the "Parties." This Agreement becomes binding on the Parties as of the last date signed below (the "Effective Date").

DISCLAIMER: Client understands and agrees that Piper Mentorship's services or programs are not a replacement for therapy or any other mental health care. Client is solely and fully responsible for his/her own health and well-being prior to, during, between, and after sessions and/or services or programs provided by Piper Mentorship. Client further understands and agrees that Piper Mentorship cannot and will not guarantee any results which stem from or arise out of the Piper Mentorship's services or programs. All outcomes of Piper Mentorship's services and programs are based on a collaborative relationship where inquiry, idea sharing and self-reflection all play a key role in client's ultimate decision to implement changes to his/her life and business. Client understands and agrees that he/she alone is fully responsible for all outcomes and results of the services and programs provided by Piper Mentorship. Client shall be solely responsible for and Piper Mentorship shall in no way face any liability whatsoever for client's use of any services.

1. **Applicability.** This Agreement and the Statement of Work attached hereto as Schedule A (the "SOW") (hereinafter collectively referred to as 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 this Agreement and the SOW, this Agreement shall govern, unless the SOW expressly states that the terms and conditions of the SOW will control.

2. **Program.** During the Term (as defined below), Client contracts to engage certain coaching services of Piper Mentorship through Client's enrollment in the program identified in the SOW (the "Program"). Additional SOWs shall be deemed issued and accepted once signed by Client, or upon Client's written acknowledgement, whether by e-mail or otherwise, that Client accepts the SOW and the services and/or program contemplated therein.

3. **Fees and Expenses; Payment Agreement.**

a. In consideration of Piper Mentorship's provision of the Program (and the services contained therein) by Piper Mentorship and the rights granted to Client under this Agreement, Client shall pay the fees set forth below (the "Fee"). Client shall: (i) pay the entire Fee prior to the start of the Program and provision of the services contained therein; or (ii) subject to written approval from Piper Mentorship (which approval may be indicated below), elect to pay the Fee based on a payment plan with Piper Mentorship, in which case Client shall, prior to the start of the Program and provision of any services by Piper Mentorship, be obligated to pay an installment or portion of the Fee. The Fee (or, if a payment plan is approved by Piper Mentorship, the portion thereof) shall be due and payable to Piper Mentorship prior to the start of the Program and provision of any services, or in accordance with any payment plan set forth below or in the SOW. Client understands and agrees that Piper Mentorship may suspend or terminate performance of any services and Client's enrollment in the Program if Client fails to pay the Fee (or any portion/installment thereof) when due or in accordance with the payment plan approved by Piper Mentorship.

b. Notwithstanding the foregoing, all fees are due and payable no later than five days from the date of invoice. All past due amounts will incur an interest charge of 1.5% per month, being an annual interest rate of 18%, or the maximum amount allowed by law, whichever is less.

c. Any work performed on additional tasks outside the scope of work described in the SOW will be paid based on Piper Mentorship's standard rates and charges for such additional work and shall be set forth in an additional SOW. Adjustments in pricing or fees must be mutually agreed to by the Parties before they are incurred.

4. Intellectual Property. 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, coaching, branding, and/or consulting program materials and workbooks, trade dress, trade names, logos, corporate names and domain names ("Intellectual Property"), 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 Piper Mentorship in the course of providing the Program and providing any services, including any items identified as such in the SOW (collectively, the "Deliverables") shall be owned by Piper Mentorship. Client shall not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, or republish Piper Mentorship's Intellectual Property, including any Piper Mentorship-branded materials and documentation, without Piper Mentorship's written consent. Notwithstanding the foregoing, if Client engages Piper Mentorship for the purposes of website development and/or development of branding/marketing materials and content, which are intended, by Piper Mentorship and Client, to be used by Client for Client's commercial purposes, then such items or deliverables will be considered "work made for hire" which shall be owned by Client.

5. Confidentiality. All non-public, confidential or proprietary information of Client, including, but not limited to, any personal information (collectively, "Confidential Information"), disclosed by Client to Piper Mentorship, 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 Program, provision of services by Piper Mentorship, and this Agreement is confidential, and shall not be disclosed by Piper Mentorship without the prior written consent of Client, or as otherwise required by law. Confidential Information does not include information which has: (i) been voluntarily disclosed to the public by Client, except where such public disclosure has been made by Piper Mentorship or other person without Client's authorization; (ii) been independently developed and disclosed by others; or (iii) has otherwise entered the public domain through lawful means.

6. Term, Termination and Survival.

a. This Agreement will commence on the Effective Date and shall continue thereafter until completion of the Program (the "Term"), unless sooner terminated pursuant to this Section.

b. Piper Mentorship reserves the right to terminate this Agreement for any reason at any time effective upon written notice to Client. Subject to Section 7 below, if Piper Mentorship terminates this Agreement prior to expiration of the Term, then Piper Mentorship shall credit or refund, at the pro rata contract rate, the price of the remaining Program sessions or services for which Piper Mentorship has been paid in advance. The credit or refund provided herein shall be Piper Mentorship's sole and exclusive liability for Piper Mentorship's termination of this Agreement.

c. Client understands and agrees that Client is making a commitment to engage Piper Mentorship for the duration of the Term and for the entirety of the Program. If Client terminates this Agreement or enrollment/participation in the Program during the Term (i.e. before completion of the Program), then Client agrees to immediately pay all fees due Piper Mentorship and the remaining balance of the total Fee for the Program set forth in the SOW (if any portion and/or installment thereof remains unpaid as of the effective date of Client's cancellation/termination). Client understands and agrees that the Fee is non-refundable and Client shall not be entitled to a refund of any fees, except as otherwise set forth in this Agreement.

7. Non-Payment. Client's failure to pay or pay per the terms set forth in this Agreement (or the applicable SOW) shall result in (i) suspension of Piper Mentorship's provision of services and Client's access to, participation in, and enrollment in the Program, and (ii) all outstanding fees becoming immediately due and payable from Client to Piper Mentorship, including any remaining balance of the Fee (if Client is paying on a payment plan or has not otherwise paid for the Program in full), all without further demand or notice. Client agrees that the foregoing is not a penalty, but a reasonable estimate of damages meant to reimburse Piper Mentorship for administrative costs and other losses and liabilities. In addition, in the event Piper Mentorship brings, or causes to be brought, any collection activity and/or legal action against Client for collection of fees and expenses due Piper Mentorship in connection with this Agreement, and if Piper Mentorship prevails, Client agrees to indemnify and pay Piper Mentorship for all fees and expenses incurred by Piper Mentorship in pursuing such collection efforts, including reasonable attorney's fees and costs of collection, in addition to any other relief, damages, penalties, settlements, and expenses that are awarded to Piper Mentorship in connection therewith. No failure by Piper Mentorship in exercising, or delay in exercising, any rights, remedy, power or privilege arising from this Section 7 operates or may be construed as a waiver thereof.

8. Disclaimer of Warranties; Limitation of Liability. Piper Mentorship MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE PROGRAM OR Piper Mentorship's SERVICES. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE OR OTHERWISE ARE EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Piper Mentorship BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, 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 DAMAGE WAS FORESEEABLE AND WHETHER OR NOT Piper Mentorship HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL Piper Mentorship'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 ACTUALLY PAID TO Piper Mentorship PURSUANT TO THIS AGREEMENT.

9. Relationship of Parties. The relationship of the Parties is that of an independent contractor and shall not be deemed to create any joint venture, association, or partnership.

10. Force Majeure. Piper Mentorship shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Piper Mentorship including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials

or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Client shall be entitled to give notice in writing to Piper Mentorship to terminate this Agreement.

11. Miscellaneous Clauses. This Agreement constitutes the sole agreement of the Parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the Parties. 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. It may not be modified except in a writing signed by the Parties. This Agreement binds and inures to the benefit of the Parties and their respective heirs, personal representatives, successors and Piper Mentorship assignees (and Piper Mentorship may freely assign this Agreement). Client may not assign this Agreement or any rights or obligations under this Agreement without Piper Mentorship prior written consent. Unless the context requires otherwise, the term "including" means "including but not limited to." If any part of this Agreement is for any reason held to be unenforceable, the rest of it remains fully enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.