

HAPPY RIPPLES COACHING, LLC GROUP COACHING AGREEMENT

TERMS

IN CONSIDERATION of the promises and agreements contained herein, the Parties agree as follows:

- 1. Engagement.** Subject to the terms and conditions set forth in this Agreement, the Client hereby engages the Company to perform services for the Client as set forth herein, and the Company hereby accepts such engagement.
- 2. Term.** This Agreement shall continue for twelve (12) weeks unless terminated in writing by Client or Company, as agreed to by both Parties, in writing. Writing may be via email.
- 3. Services to Be Performed.** During the term of this Agreement, the Company shall provide via virtual services group coaching in a Facebook group and/or Zoom that includes webinars, trainings and coaching (“Services”).
- 4. Performance of Tasks.** The Company shall have control and discretion over the means and manner of performance of the Services in achieving the result of the work to be performed. The Company will provide the Services in a workman like manner and reserves the right to alter delivery and method of the Services.
- 5. Right of Privacy & Video recordings.** Client understands that the Services occur via a private group, or potentially another online group platform, if so elected by Company. Company may record video sessions with Clients and such sessions may become available for replay. Client hereby waives all rights to privacy and agrees to be recorded. Such video recordings shall occur via a third-party platform, like zoom. Client agrees to the terms of such platform and agrees to not hold Company liable for errors of such platform, including, but not limited to hacking, breach of information, spam and viruses.
- 6. Expectations of Client.** In order for Clients to get the most out of their experience, complete confidence of all information received is expected. All information shared by group members is deemed to be private and confidential. Breach of confidence by sharing other members information, content shared by members or Company is immediate grounds for removal from the group and a refund will not be issued. Client shall keep all information shared by other group members, Company or guests in complete confidence and not share such information privately or publicly. Client shall not participate in hate speech, bullying, trolling, disrespect, political opinions or any other speech or commentary that may be controversial or offensive. **A violation of these rules**

shall be immediate grounds for removal from the group, at no fault to Company, and no refund will be issued.

7. **Communication with Company.** Communication with Company shall occur during business hours only. Business hours are defined as Monday thru Friday, 9:00 am to 5:00pm CST. Responses to messages outside of business hours are at the sole discretion of Company and doing so shall not be a waiver of this section nor shall it be indicative of future behavior.
8. **Testimonials.** Client agrees that post in the group regarding success, achievements, or overall satisfaction may be used as testimonials for Company's marketing, landing pages, webpage, email list, and similar materials. Client hereby consents to the use of their photo, name and comment/s or post/s.
9. **Compensation.** For Services performed pursuant to this Agreement, the Client agrees to pay the Company as follows: (check one)

\$1,499 as a flat fee for the Services for the duration of 12 weeks

Full payment shall be made to Company prior to the commencement of the Services. If this Agreement terminates prior to the conclusion of the Services, then Company shall retain the pro-rated amount for the Services.

10. **Payment Method.** Payment shall be made via PayPal, or credit card or any other method ("Method"). Such Method shall be at the discretion of Company. Client agrees that payment made via one of these Methods is subject to the terms of the platform that hosts the Method and Company has no control or liability whatsoever for the use of these platforms.
11. **Collections and Nonpayment.** If payment fails, Client may be immediately removed from the group.
12. **No Refunds.** Company will not issue refunds for the Services. If Client is not satisfied with the Services, Client shall notify Company and discuss concerns with Company. Company is not able to provide the Services on the dates agreed, then Company will issue another date to perform such Services.
13. **No Guarantees.** Company does not make any guarantees or warranties as to the outcome of providing the Services herein. Company cannot and does not guarantee a likelihood of success, strategies, lack of stress or outcomes from, or relating to, the Services provided herein.
14. **Independent Contractor Status.** This Agreement does not constitute a hiring by either Party. Under this Agreement, the Company shall have an independent

contractor status and shall not be an employee for any purpose, including but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any state revenue and taxation code relating to income tax withholding at the source of income, workers' compensation, and other benefit payments and third party liability claims. To the extent applicable, the Company shall procure sufficient insurance to cover general liability, personal injury, and property damage. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Client shall not be liable for any obligations incurred by the Company unless specifically authorized in writing.

- 15. No Agency or Authority.** The Company shall act solely as an independent contractor and not as an employee or an agent of the Client. The Company is not authorized to enter into contracts or agreements on behalf of the Client or to otherwise bind the Client in any manner or create obligations of the Client to third parties.
- 16. Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Company in accordance with his or her independent and professional judgment. The Company shall perform the Services in a good and workmanlike manner and in accordance with generally accepted industry practices.
- 17. Indemnification and Hold Harmless.** The parties agree to indemnify and hold harmless one another from any and all claims, which may arise out of, or in connection with the course of the performance of either party's services hereunder. This section shall not affect any other remedies either party may have under this Agreement.
- 18. Confidentiality/Non-Disclosure.** The parties agree not to disclose or communicate, in any manner, either during or after the term of this Agreement, any proprietary information about each other, including but not limited to, the names of its customers, marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of either party. The parties understand that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. Upon termination or expiration of this Agreement, the parties shall deliver all records, data, information, and other documents produced or acquired during the performance of this Agreement and all copies thereof to the other party, if so requested.
- 19. Intellectual Property.** Client may receive, rather adherently or indivertibly, intellectual property of Company. All information received by Client, including but not limited to, methodologies, marketing materials, customer lists, items eligible for trademark and/or copyright protection and processes for acquiring customers shall be considered Intellectual Property of Company and are the sole

property of Company. Intellectual Property shall not be replicated, shared, distributed or used in any way by Client. Breach of this provision is grounds for immediate removal and no refund shall be issued.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth therein.

21. Severability. If any term of this Agreement is void or unenforceable under any statute, regulation, ordinance or other rule of law, such term will be deemed reformed or deleted and the remaining provisions will remain in full force and effect.

22. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed under, the laws of the State of Illinois. Jurisdiction and venue for all purposes shall be in the County of DuPage State of Illinois.