

## LEILANI MEDIA, LLC

### “Office Hours” with Leilani Wells

This “Office Hours” with Leilani Wells Agreement (“Agreement”) is made and entered into as of today, by and between you, (“Client”) and Leilani Media, LLC, (“Consultant”), with its office at 906 W. 2<sup>nd</sup> Ave., Spokane, WA 99201-4538.

WHEREAS, Consultant has established Membership Program (the “Program”) for entrepreneurs who desire to increase confidence, clarity, and visibility to attract ideal clients; and

WHEREAS, Consultant is offering her consulting services in a group setting through the Program and desires to coach Client in such setting; and

WHEREAS, Client desires to utilize the services of Consultant in the Program and accept such coaching services.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. Term. The Term of the Program is for One (1) Year and shall be ongoing month to month, beginning today. The Program Term will automatically renew at the end of each term unless a 30 day cancellation notice is given by the Client to the Consultant. Consultant shall provide access to the Program during the Term, provided Client is not in default of this Agreement.
2. Program. The Program shall include:
  - Special expert guest speakers
  - Two monthly Zoom consults with Leilani discussing what is relevant in social media marketing, branding, and visibility for your business and Q & A
  - Access to replays of lives and Q & A during lives is encouraged
  - Leilani shares current industry and editing software she uses within the group
  - Encouraged collaboration and challenges and offered monthly to encourage connecting and building strong partnerships with like-minded members
3. Program Fee.
  - a. Payment Options. The Program Fee is Twenty-Five Hundred Dollars for the term of one year (\$2,500.00). The Program Fee is locked in as long as the Client remains a member in good standing. In the event of payment default or cancellation, if Client chooses to rejoin the Program, they will enter at the current Program Fee. If a client used any coupon or promo code the one time fee is what they pay at time of agreement.
  - b. Payment Method. Client shall make any payment due to Consultant by Stripe via auto-pay.
  - c. Failure to Make Payments. If Client does not pay the Program Fee in full prior to the

beginning of the Term or fails to make any monthly payment within three (3) days of the due date of such payment as applicable, Client's access to the Program will be suspended or terminated by Consultant. Clients will receive reminder emails prior to monthly or yearly auto payments.

4. No Refunds. The Program Fee is nonrefundable. Client shall be liable for the entire Program Fee, regardless if Client fails to participate fully in the Program, terminates this Agreement, or ceases participating in the Program prior to the end of the Term. It is in Client's best interest to participate in the Program for the entire Term. If Client has entered into a payment plan for the Program, Client remains liable for the remainder of unpaid amounts at the time of termination. The Program Fee will not be refunded, prorated, or credited to the Client's account.

5. Representations.

- a. Representations. Consultant agrees that the services provided during the Program will be carried out in accordance with the standard of care customarily observed with regard to such services in its industry.
- b. Results. Results are not typical and are not guaranteed. Consultant makes no representations or warranties of any kind, whether express or implied, as to any Client's outcome of the Program and Consultant shall not be held liable for any actions or adverse results created as a result of the Program and Client's actions as a result of the Program. Consultant's duties hereunder are limited to those expressly set forth herein.
- c. Non-Exclusivity. Client hereby acknowledges that Consultant may render services to other persons or entities during the Term of the Program. Consultant's services are not exclusive to Client and Consultant shall be free to render similar services to others, to run concurrent programs, and to use the same or other information and strategies which the Consultant obtains, produces or utilizes in the performance of services to Client during the Program. Client understands and agrees that Client is entering into a group Program, and that this is not an individual Client consulting relationship. Consultant will devote a reasonable amount of time to each client as required, in Consultant's sole discretion.
- d. Warranties. Each party represents and warrants that it has the authority and right to enter into this Agreement and that its obligations hereunder are not in conflict with any other obligations. Client understands and agrees that results are not typical with any service or with the Program and Consultant makes no warranties or guarantees of any kind, whether express or implied, as to the results of its program and results depend on Client's involvement and his/her own actions in response to Consultant's services or the Program. Consultant provides guidance, advice and consultation to Client based on Consultant's personal knowledge of the subject matter and Client's decision to implement any procedures or advice offered by Consultant rests solely with Client.
- e. Electronic Communications. Client understands that electronic communications, including email, text messaging, video conferencing, and social media websites are not fully confidential. Consultant shall not be held liable for any breach of confidentiality when these methods of communication are used.
- f. Guest Speakers. Consultant makes no representation or warranty as to the content, statements, advice or guidance provided by guest speakers to Client. Consultant assumes

no liability for actions or inactions taken by Client as related to information provided by such guest speakers.

6. Intellectual Property.

- a. Proprietary Information. Client acknowledges that Consultant has developed and utilized certain systems, processes, materials, and/or other intellectual property specific to its services and/or the Program, and that such information is to be considered Proprietary Information. Such Proprietary Information includes, but is not limited to, materials, lessons, strategies, content, worksheets, guides, and other techniques used or discussed by Consultant. Client represents and warrants that he/she shall not use or disclose such Proprietary Information for any purposes other than for Client's own personal use as a reference, as otherwise expressly authorized herein or by Consultant in writing. This section is applicable to any/all assistant(s) and/or staff as well.
  - b. Ownership of Materials. Client acknowledges that Consultant remains the sole and exclusive owner of any Proprietary Information or other intellectual property developed, utilized, disseminated, published, or otherwise used throughout the course of the Program. Any Proprietary Information displayed, disseminated, or distributed to Client through the course of the Program shall be for Client's own internal strategy use only. Client shall have no right to use, publish, copy, license, disseminate, or otherwise make available any Proprietary Information with any third party.
  - c. Commissions. Some tools shared by Consultant may result in commissions paid to Consultant.
7. Remedies. Client agrees that Client's unauthorized disclosure and/or use of Proprietary Information would be harmful to Consultant and that Consultant may take any action available to it to prevent such unauthorized disclosure or use, including but not limited to seeking injunctive relief without proof of damage.
8. Confidential Information. Neither Client nor Consultant shall disclose the other party's (or other Program participants') confidential information, directly or indirectly under any circumstances or by any means, to any third party without the express written consent of such party, except as may be required by law, in connection with a civil dispute, or to perform the services under this Agreement. Confidential information refers to any data or information relating to Client, Consultant, and other Program participants, whether personal or business, which would reasonably be considered private or proprietary to the party and that is not generally known.
9. Relationship of Parties. The parties understand and agree that in the performance of this Agreement, Consultant shall at all times act as an independent contractor with respect to Client. Nothing contained in this Agreement or otherwise shall be construed to create a partnership, employment, or agency relationship or any other affiliation between the parties.
10. Limitation of Liability and Assumption of Risk. Client takes full responsibility for any actions taken by Client through the course of the Program or thereafter as a result of the Program. Client expressly assumes the risk of the Program for Client's use, or non-use, of the information provided to Client. Client releases Company, its officers, employees, directors, subsidiaries,

principals, agents, heirs, executors, administrators, successors, assigns, presenters, and participants from any and all damages that may result from any claims arising from any agreements, all causes of action, contracts, claims, suits, costs, demands, and damages of whatever nature or kind in law or in equity arising from participation in the Program.

CONSULTANT'S LIABILITY IS LIMITED TO THE PROGRAM FEE CHARGED UNDER THIS AGREEMENT FOR SERVICES RENDERED DURING THE PROGRAM. UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE TO CLIENT FOR DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS ARISING FROM OR OUT OF THIS RELATIONSHIP TO THE MAXIMUM EXTENT PERMITTED BY LAW, REGARDLESS OF WHETHER EITHER

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PARTY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW OR IN FACT SHALL KNOW OF THE POSSIBILITY.

11. Indemnification. Client shall indemnify, defend (at Consultant's election) and hold harmless Consultant from and against any and all claims, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and disbursements that arise out of any breach of a representation, warranty or covenant made by Client herein.
12. Publication. Consultant is free to disclose data or information relating to Client to third parties for its own promotional purposes, including Consultant's work with Client, Client's participation in the Program, and results therefrom, but agrees not to disclose any such data that contains or reveals Client's confidential information. Pursuant to the California Consumer Privacy Act of 2018 (Cal. Civ. Code § 1798.100 *et. seq.*), Client may opt out of this Section 11 with notice to Consultant and request Consultant delete personal information collected from Consultant.
13. Waiver. Failure of Consultant to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights and/or obligations.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington, without regard to its conflict of laws principles.
15. Severability. If any provision of this Agreement is held to be invalid or unenforceable as applied to any circumstance, or conflicts with applicable law, such provisions shall be deemed severed and the remainder of this Agreement shall remain in full force and effect.
16. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute the same agreement. A copy of this Agreement transmitted by means of electronic transmission shall be deemed to have the same legal effect as delivery of an original, physically executed copy of this Agreement.
17. Survival. The provisions of Section 6, 7, 10, and 11 shall survive the termination or expiration of this Agreement.
18. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings

between the parties, whether written or oral. This Agreement may not be assigned, amended, or modified by any party without the express, prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.