

This Agreement, by and between Cynthia Stant LLC ("CS") 457 Marquesa Cir. Saint Johns, Florida 32259 and the client is made on the date indicated below.

1. Description of Services. CS shall provide Client with the following mentoring service ("Services") That include the following:

(a) Access to Twelve (12) modules of the library of (self-led) sales trainings inside the membership portal. Total of Twelve (12) modules for the term of enrollment.

(b) Access to client private Facebook™ Group for questions and community support

(c) Access to One (1) live Q&A Session Monthly

(d) Access to IFB Manifest program for the term of enrollment

(e) Access to worksheets, resources, and templates while enrolled.

(f) Access to IFB Launch experience course during enrollment

2. This Agreement is valid as of the date enrolled and will be in effect for twelve (12) consecutive months thereafter (the "Term"). After the initial twelve (12) month commitment is fulfilled, the enrollment period will continue on a monthly basis and payment will be at the current monthly payment price. If there is an adjustment/increase to the collected payments, client will be notified prior to continuing within the program after the initial 12 months. Cancellation is permitted with a ten (10) day notice to info@cynthiastant.com prior to the next processed monthly payment.

3. Termination. This Agreement may not be terminated by either party during the term of the Agreement. If Client attempts to terminate the agreement during the twelve month term or if Client elects to stop utilizing the available contracted services during the term Client's obligation to pay for the full purchase price for the term as set forth in Sections 3 and 5 herein shall remain.

Notwithstanding the foregoing, if Client is in breach of this Agreement, or if Client violates these conditions set forth in the Terms & Conditions for use of the Facebook Group, Company may terminate this Agreement with fifteen (15) days written notice. If Client's breach includes improper

use of the Facebook group materials, Company reserves the right to immediately remove Client from the Facebook Group. If Company elects to terminate this agreement due to Client's breach of the Agreement, failure to adhere to the Terms & Conditions, Client shall remain responsible for payment for the services for the term. Should Client attempt to terminate this Agreement prior to the end of the Term, Client remains responsible for the payment in full of the applicable fee.

4. Schedule; Fees; and Credit Card Processing. The 12 month applicable fee for the term of 12 months for this agreement is \$8767.00 or 12 payments of \$797.00. For VIP IFB's Inner Feminine Beast™ Sales Academy- the investment is \$18,000.00 or 12 monthly payments of \$1,650.00. Payment must be made in full prior to services starting, or monthly payment must be made to receive services. (spaces for this are limited and not often available). Client understands and agrees that the amount due and payable is the total amount for the program. Client acknowledges and agrees that all payments made are deemed earned when paid and are non-refundable. Client also agrees to provide a back-up credit card for payment in the event the payment does not process or declines. Client acknowledges, understands, and agrees that failure to authorize the automatic payments and/or if Client disputes a credit card payment processed as set forth in this provision that such failure to authorize or dispute shall be considered a breach of contract by Client.

Payment Terms and Consequences of Non-Payment

The Client agrees to adhere to the payment schedule outlined in this Agreement. Failure to make any scheduled payment within the specified timeframe will result in the immediate suspension of all services until payment is received.

In the event of non-payment, the Client understands that this constitutes a breach of contract. The Company reserves the right to pursue the outstanding balance through appropriate legal or collections processes. Any additional costs incurred by the Company in recovering the unpaid amount, including but not limited to legal fees, court costs, and collections agency fees, will be the responsibility of the Client.

Additionally, a late fee of **\$100 per day** will be applied for each day the payment remains overdue. The Client agrees that these late fees are due immediately upon being assessed and will be added to the outstanding balance.

The Client acknowledges that failure to fulfill payment obligations may also result in termination of this Agreement and the forfeiture of access to any services, materials, or deliverables provided by the Company.

Schedule; VIP One-on-One Individual Sessions

Suggested dates and times to meet throughout the year will be sent to you to review and accept. Once approved, they will be locked in. Any missed sessions will not be rescheduled unless communicated in advance and agreed upon by both parties.

All VIP one-on-one sessions must be scheduled and completed within the one-year term of this agreement. No exceptions will be made to extend access or schedule sessions outside of the contracted term.

All 1:1 sessions are non-transferable and must be used by the client named in this agreement. Sessions cannot be gifted, exchanged, or reassigned to another participant.

5. Disclaimer. Client acknowledges that CS's Services do not constitute counseling services and are not a substitute for professional counseling or financial advice and are not a guarantee of personal success. Client understands and acknowledges that the coaching process is dependent upon Client's own ability to implement his/her choices and those choices are exclusively Client's responsibility. It is expressly understood by Client that this Agreement does not establish an employee/employer or independent contractor or any other form of agency/agent relationship between the parties.

6. Confidentiality and Proprietary Information: During the term of this Agreement and thereafter, the Client shall not use or disclose any of the Company's Confidential Information or program methods. Client agrees that the Confidential Information is proprietary exclusive to the Company. As used in this Agreement, the term "Confidential Information" shall mean all technical, operational, and economic information relating to the Services and training performed or the business of the Company, its employees, contractors, subsidiaries and/or affiliates, that is designated or treated as confidential by the Company, including, without limitation, all technical, or nontechnical data provided to Customer, all manuals, programs, and methods of the Company and all content hosted on the Membership site. Client acknowledges that the program and materials was created solely by the

Company and is and will remain the sole property of the Company. Client understands and agrees that use of the membership site is limited to the Client and that Client shall not grant access, use, or Client's log-in information to any third parties. Customer agrees not to repurpose or distribute any written materials provided through the course of the program to any third-party. Client understands and agrees that violation of this provision shall be a breach of this agreement and that Client shall immediately lose access to the membership site, the Facebook Group, and all other services provided by the program if this provision is breached. Client understands that breach of this provision and resulting removal from the program does not remove Client's obligation to pay for the entire term pursuant to paragraphs three and four herein. Client understands, acknowledges, and agrees, that any remedies set forth in this section shall not limit any other remedies afforded to the Company through law or equity.

7. Participation in Facebook™ Group. Client understands that participation in the Facebook group created for this group consulting is subject to the terms and conditions set forth by Facebook. Client understands that Company is in no way affiliated with Facebook or its affiliates and therefore, Client agrees to hold Company harmless from any action or inaction taken by Facebook. Nothing in this Agreement shall be construed to benefit Facebook or any other third- party entity or individual in accordance with Paragraph 12 herein.

8. Waiver. The failure of CS to enforce any provision of this Agreement shall not be construed as a waiver or limitation of CS's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

9. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Florida, without giving effect to any conflicts of laws provisions.

10. No third-party beneficiaries. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any third party beneficiary rights). With respect to or in connection with any agreement or provision contained herein or contemplated hereby.

11. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective

successors. No assignment of this Agreement, in whole or in part, may be made by Client without the express written consent of CS.

12. Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes and annuls all other agreements, contracts, promises, or representations, whether written or oral, between the parties. No subsequent agreements, contracts, promises, or representations shall be binding and effective between the parties, unless set forth in a writing and signed by the parties. Pursuant to this provision, in order to constitute a signing by the Company, the signatory is required to be a Member of the Company.

13. Severability and Survival. Should any part of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. CS's rights under this Agreement will survive the termination of this Agreement.

14. Enforceability. The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action against CS by Client whether based on this Agreement or otherwise.

15. Electronic Agreement. This Agreement shall be valid even if executed in counterparts. An electronic agreement is made that the terms and conditions are accepted when checking the box on the check out page next to- "I have read and agree to the terms and conditions of this page as follows:"

The parties hereby agree to the terms set forth herein by checking the box prior to submitting payment, this document shall be binding and enforceable as if it were an original signature.