

CUSTOMER SERVICES AGREEMENT

This Customer Services Agreement ("Agreement") shall be fully incorporated into the Terms and Conditions (the "Terms") of MOMager Talent School, LLC ("MOMager Talent School," "we," "us," or "our"). Unless defined otherwise, the terms and definitions used herein shall refer to the terms and definitions set forth in the Terms. By agreeing to the Agreement, Customer, on behalf of herself/himself/itself and on behalf of her/his/its children, heirs, successors, and assigns (collectively, "Customer," "you," or "your") explicitly agrees to the following terms:

Superiority. To the extent that any conflict exists between the provisions in this Agreement and the Terms, the provisions of this Agreement shall be deemed controlling.

Covered Services. It is understood that this Agreement applies to the services provided by MOMager Talent School to Customer.

Payment Terms. Customer may prepay to reserve a place in MOMager Talent School's program called MOMager. ("Program"). See the payment terms here:

https://docs.google.com/document/d/1A1YerUodpamtpl1IMoDscv12e1v8JQa43_2Rj5bKDvo/edit?tab=t.0

Cancellations. Customer is entitled to a full refund for the Program if the refund request is received by MOMager Talent School within 10 days after the start of Program ("Refund Period"). If Customer does not participate in any session of the Program, Customer will receive a recording for the missed session.

Dispute Resolution Notice. CUSTOMERS SHALL READ THE FOLLOWING SECTION CAREFULLY. CUSTOMER AGREES TO ARBITRATE ALL THE DISPUTES WITH MOMager Talent School IN ACCORDANCE WITH ARBITRATION AGREEMENT SET FORTH IN MOMager Talent School'S TERMS."

LIMITATION OF LIABILITY.

- **Liability Cap.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MOMager Talent School'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED TEN US DOLLARS (\$10).
- **Exclusion of Certain Damages.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MOMager Talent School SHALL NOT BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, AND LOSS OF DATA, REVENUE, USE AND ECONOMIC ADVANTAGE) EVEN IF MOMager Talent School HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK. THIS ALLOCATION OF RISK AND THE DISCLAIMER OF WARRANTIES HEREIN ARE A FUNDAMENTAL ELEMENT OF THIS AGREEMENT.

DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MOMager Talent School MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND MOMager Talent School EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY OTHER WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE THAT WOULD EXTEND BEYOND THE REPRESENTATIONS AND WARRANTIES EXPLICITLY CONTAINED HEREIN. MOMager Talent School FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES AND DOES NOT GUARANTEE OR PROMISE IN ANY MANNER THAT CUSTOMER'S PARTICIPATION IN THE PROGRAM WILL RESULT IN SUCCESS OR PROFITABILITY FOR CUSTOMER. CUSTOMER ACKNOWLEDGES THAT THE PROGRAM DOES NOT INVOLVE DIAGNOSIS OR TREATMENT OF MENTAL DISORDERS AND THAT THE PROGRAM IS NOT TO BE USED AS A SUBSTITUTE FOR COUNSELING, PSYCHOTHERAPY, PSYCHOANALYSIS, MENTAL HEALTH CARE, SUBSTANCE ABUSE TREATMENT, OR OTHER PROFESSIONAL ADVICE BY LEGAL, MEDICAL, FINANCIAL OR OTHER QUALIFIED PROFESSIONALS AND THAT IT IS THE CUSTOMER'S EXCLUSIVE RESPONSIBILITY TO SEEK SUCH INDEPENDENT PROFESSIONAL GUIDANCE AS NEEDED. YOU ARE SOLELY RESPONSIBLE FOR YOUR AND YOUR CHILD'S OWN PHYSICAL, MENTAL AND EMOTIONAL WELL-BEING, DECISIONS, CHOICES, ACTIONS AND RESULTS THAT MIGHT ARISE OUT OF OR IN CONNECTION WITH THE PROGRAM. AS SUCH, CUSTOMER AGREES THAT MOMager Talent School PARTIES ARE NOT AND WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY ACTIONS OR INACTION, OR FOR ANY DIRECT OR INDIRECT RESULT OF ANY SERVICES PROVIDED BY MOMager Talent School PARTIES.

Customer Representations and Warranties; Indemnity. Customer represents and warrants that Customer has the full and unconditional right and authority to enter into, perform, and be bound by this Agreement, and that there is no contract, understanding, or pending or contemplated action that will in any way interfere with or adversely affect Customer's ability to fulfill its obligations under this Agreement. Customer agrees to indemnify and hold harmless MOMager Talent School and its owners, members, managers, agents, employees, and contractors (collectively, "MOMager Talent School Parties") from all claims, actions, liabilities, damages, losses, judgments, costs and expenses, including without limitation, reasonable attorney's fees and costs, arising from or related to any acts or omissions of Customer or the breach by Customer of any of the representations, warranties, terms or conditions of this Agreement.

Legal Agreement. Customer hereby warrants and agrees that this Agreement constitutes a legal agreement between Customer and MOMager Talent School and governs all services provided by MOMager Talent School to Customer. Customer hereby irrevocably waives any argument or defense to the contrary, and Customer covenants not to set forth any argument or defense to the contrary.

Waiver. MOMager Talent School's failure to enforce or demand strict compliance of any right or provisions in this Agreement will not constitute a waiver of such or any other provision.

Intellectual Property Rights. As the creator of the Program, MOMager Talent School shall retain all intellectual property rights, in perpetuity, in and to the Program, including but not limited to any copyrights with respect to the same. As used in this Agreement, "Program" means all work-product produced by MOMager Talent School Parties, including but not limited to any content, teachings, scripts, techniques, materials, photograph, recordings, video, raw footage, digital and/or audio, and any other works made by MOMager Talent School Parties while performing the Services, in any format and/or method whatsoever, whether now existing, or later created or developed. Customer shall not use, reproduce, reverse engineer, or repurpose the Program or any component thereof in any manner without MOMager Talent School's express prior written permission.

Confidential Information and Trade Secrets.

- **"Confidential Information"** means data and information relating to MOMager Talent School's business, regardless of whether the data or information constitutes a Trade Secret as that term is defined by the applicable law, which data or information: (a) is disclosed to Customer or of which Customer becomes aware as a consequence of the Customer's relationship with MOMager Talent School; (b) has value to MOMager Talent School; (c) is not generally known to competitors of MOMager Talent School; and (d) which includes, but is not limited to, Trade Secrets, methods of operation, business processes, Program training material, teachings, techniques, scripts, names of customers, price lists, salary and/or pay rates, financial information and projections, personnel data, and similar information.
- **"Trade Secrets"** means any Confidential Information described above without regard to form which: (i) is not commonly known by or available to the public; (ii) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (iii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- Customer agrees that all Confidential Information and Trade Secrets and all physical embodiments thereof are confidential to MOMager Talent School and will remain MOMager Talent School's sole and exclusive property. Customer warrants and agrees that, during the term of service and thereafter, Customer will not reproduce, use, distribute, disclose, publish, misappropriate or otherwise disseminate any Trade Secrets, will not take any action causing, or fail to take any action to prevent, any Trade Secret to lose its character as a Trade Secret until and unless such Trade Secrets lose their status as Trade Secrets through no fault, either directly or indirectly, of Customer. Customer further warrants that, during the term of service and thereafter, Customer will not reproduce, use, distribute, disclose, publish, misappropriate or otherwise disseminate any Confidential Information and will not take any action causing, or fail to take any action to prevent, any Confidential Information to lose its confidential character, unless such Confidential Information loses its confidential status through no fault, either directly or indirectly, of Customer. All Confidential Information, Trade Secrets, and other MOMager Talent School records, files, memoranda, reports, lists, materials, drawings, designs, proposals, plans, sketches, documents, computer programs, disks, computer printouts and the like (together with all copies thereof) relating to the business of MOMager Talent

School, which Customer came in contact with in the course of its relationship with MOMager Talent School are the sole property of MOMager Talent School.

Promotional Offers. MOMager Talent School may from time to time offer special promotional offers or discounts ("Offers"). Offer eligibility is determined by MOMager Talent School at its sole discretion and we reserve the right to revoke an Offer in the event that we determine Customer is not eligible. Customers with an existing Offer may not be eligible for additional Offers. The eligibility requirements and other limitations and conditions will be disclosed when Customer