

**PERSEPHONE PARTNERS, LLC
SERVICES AGREEMENT**

THIS SERVICE AGREEMENT is entered into this day, by and between YOU (herein referred to as “Client”) and Persephone Partners, LLC (herein referred to as “Company”), (each party collectively as “Parties”), in consideration of the mutual promises made herein.

WHEREAS, Company provides Coaching to individuals or groups,

WHEREAS, Client wishes to retain Company on the terms and conditions set forth herein to provide such services,

NOW THEREFORE, in consideration of the mutual covenants stated herein, the Parties agrees as follows:

1. Services

Company agrees to provide services of Mothering and Daughtering Coaching (herein referred to as “Program”). Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

2. Disclaimer

The product/services are offered on an "as is," "where is," and "where available" basis, with no warranty of any kind — whether express, implied, or statutory — including, but not limited to, warranties of title or the implied warranties of merchantability or fitness for a particular purpose. This does not affect those warranties which are incapable of exclusion, restriction, or modification under the laws applicable to this agreement.

The information provided in this Program is for general information and educational purposes only. It is not intended nor implied to be a substitute for professional medical advice, professional consultation, diagnosis, or treatment. This Program does not provide specific psychotherapy advice. This Program should not be considered medical advice towards diagnosis or treatment of a mental or physical health problem or for prescribing medication. If Customer has, or believes they may have a medical or mental health problem or issue, Customer agrees to contact their physician or psychologist. Use of the information in this Program does not constitute the establishment of a counselor-client relationship between Customer and Company.

Except as specifically provided in this agreement or where the law requires a different standard, you agree that Company is not responsible for any loss, property damage, or bodily injury, caused by use of the Program. To the maximum extent permissible under applicable law, Company will not be responsible to Client or any third party claims through Client for any direct, indirect, special or consequential, economic or other damages arising in any way out use of the Program.

3. Program Structure

The Program shall include: individual Coaching Session via SKYPE or in-person (as determined by Company).

4. Fees

If Client elects to pay in full, the total cost shall be two-hundred fifty Dollars (\$250.00 USD”) per hour.

5. Method of Payment

Client shall pay by Credit Card.

6. Refund Policy

Client may request a refund no later than twenty-four (24) hours (“Refund Period”) before their scheduled session. Client must email info@motheringanddaughtering.com After the Refund Period, Client shall be responsible for full payment of fees for the entire Program. If Client is unable to use the sessions for any reason, Client understands that fees are non-refundable.

7. Time with Company

At the time of Client’s appointment, (“Session”) Client will meet with Company at the scheduled time. Client understands that Sessions will end at the appointed time even if Client is late for the session.

If Client has to reschedule Client will do so with a minimum of twenty-four (24) hours notice. Failure to do so will result in forfeiture of scheduled session. Company will accommodate emergencies on a case-by-case basis.

If Client fails to reschedule or attend (“no-show”) two (2) appointments during the commitment period, it may result in termination of the relationship without refund.

Client understands all available times for appointments are at the sole discretion of the Company. If the schedule changes at any time, Company will notify Client. All calls are stated in Eastern Time.

8. Communication with Company

Company welcomes communication between scheduled appointments and outside weekly email check-ins via email. For questions regarding scheduling or the Program, please email: Info@motheringanddaughtering.com as it is the exclusive client email address. Company

will answer your questions regularly during non-holiday and vacation weeks. Client understands that email sent on a weekend or holiday may receive a response on the following business day.

9. Confidentiality

The Company respects Client's privacy and insists that Client respects the Company's. Thus, consider this a mutual non-disclosure agreement. Any Confidential Information shared by any representative of the Company is confidential, proprietary, and belongs solely and exclusively to the Party who discloses it. Both Parties agree not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions, calls or otherwise.

Client agrees not to use such confidential information in any manner other than in discussion with the Company during the Program. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party.

Both Parties will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

Further, Client agrees that if they violate or display any likelihood of violating this section the Company will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

10. Non-Disclosure of Materials

Material given to Client in the course of Client's work with the Company is proprietary, copyrighted and developed specifically for Company. Client agrees that such proprietary material is solely for Client's own personal use. Any disclosure to a third party is strictly prohibited.

11. No Transfer of Intellectual Property

Company's Program is copyrighted and the original materials that have been provided to Client are for Client's individual use only and a single-user license. Client is not authorized to use any of Company's intellectual property for Client's business purposes. All intellectual property, including Company's copyrighted program and/or course materials, shall remain the sole property of the Company. No license to sell or distribute Company's materials is granted or implied.

Further, by signing below, Client agrees that if Client violates, or displays any likelihood of violating, any of Client's agreements contained in this paragraph, the Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

12. Client Responsibility

Client accepts and agrees that Client is fully responsible for their progress and results from the Program. Company makes no representations, warranties or guarantees verbally or in writing regarding Client's performance. Client understands that because of the nature of the program and extent, the results experienced by each client may significantly vary. By signing below, Client acknowledges there is no guarantee that Client will reach their goals as a result of participation in the Program.

13. Independent Contractor Status

Nothing in this Agreement is to be construed as creating a partnership, venture alliance, or any other similar relationship. Each party shall be an independent contractor in its performance hereunder and shall retain control over its personnel and the manner in which such personnel perform hereunder. In no event shall such persons be deemed employees of the other party by virtue of participation or performance hereunder.

14. Force Majeure

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under this Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

15. Severability/Waiver

If any provision of this Agreement is held by to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

16. Modification

This Agreement constitutes and contains the entire agreement between the parties with respect to its subject matter, supersedes all previous discussions, negotiations, proposals, agreements and understandings between them relating to such subject matter.

17. Miscellaneous

A) Limitation of Liability. Client agrees they used Company's services at their own risk and that Program is only an educational service being provided. Client releases Company, its officers, employers, directors, and related entities from any and all damages that may result from any claims arising from any agreements, past or present, between the parties. Client accepts any and all risks, foreseeable or unforeseeable.

Client agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrollment in the Program. Client knowingly, voluntarily, and expressly, waives any claim for damages including but not limited to; injury or death Client may sustain as a result of participating in this Program.

Client further declares and represents that no promise, inducement or agreement not herein expressed has been made to Client to enter into this release. The release made pursuant to this paragraph shall bind Client's heirs, executors, personal representatives, successors, assigns, and agents.

B) Non-Disparagement. In the event that a dispute arises between the Parties, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. The parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. The Parties agree that neither will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, each other or any of its programs, members, owner directors, officers, Affiliates, subsidiaries, employees, agents or representatives.

C) Assignment and Waiver. This Agreement may not be assigned by the Client, without express written consent of Company. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. Waiver of any breach or the failure to enforce any provision hereof shall not constitute a waiver of that or any other provision in any other circumstance.

D) Termination. By signing below, Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's participation in the Program without refund if Client become disruptive or difficult to work with as determined by Company, or upon violation of the terms. The obligations of the Client under this Agreement shall remain in effect in perpetuity after expiration or termination of this Agreement. Client will still be liable to pay the total contract amount.

E) Indemnification. Client shall defend, indemnify, and hold harmless Company, Company's officers, employers, employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements - which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders,

trustees, affiliates or successors. Client shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Client recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company.

F) Resolution of Disputes. If not resolved first by good-faith negotiation between the parties, every controversy or dispute relating to this Agreement will be submitted to the Court of proper jurisdiction. In disputes involving unpaid balances on behalf of Client, Client is responsible for any and all arbitration and attorney fees.

G) Equitable Relief. In the event that a dispute arises between the Parties for which monetary relief is inadequate and where a Party may suffer irreparable harm in the absence of an appropriate remedy, the injured Party may apply to any court of competent jurisdiction for equitable relief, including without limitation a temporary restraining order or injunction.

H) Notices. Any notices to be given hereunder by either Party to the other may be effected by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses appearing below. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing. For purposes of this Agreement, "personal delivery" includes notice transmitted by fax or electronic mail, provided sender maintains confirmation that the notice was properly transmitted on that date.

I) Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, together, will constitute one and the same instrument. The parties hereto have caused this Agreement to be executed and delivered as of the date first written.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written.

[NAME OF CLIENT]

By: _____

Date: _____