

# ***SECRETSOS***<sup>TM</sup>

## **SERVICE AGREEMENT**

This Service Contract for business consulting and strategic business advising ("Agreement") by and between Secretsos, LLC, a New Mexico Limited Liability Company ("Company") located at 1209 Mountain Road PL NE #4453, Albuquerque, NM 87110 and the undersigned (the "Client").

- 1. Description of Service.** Company shall provide Client with business education, mentorship, and AI technology ("Services") that include the following:

(a) Access to the Secretsos<sup>TM</sup> Academy portal, which includes the Secretsos<sup>TM</sup> APO Community Group; access to virtual meetings, and the Secretsos<sup>TM</sup> AI Assistant "Q" ("Academy"). Client understands and agrees that the use of the Academy is conditioned upon Client's agreement to the Terms & Conditions for use of the website provided by the Company. The Terms & Conditions in their present form can be found at [secretsos.com](https://secretsos.com)

Client also understands and agrees that the schedule for virtual meetings is subject to change with or without notice to the Client and shall be set forth by the Company. The coaches assigned to the virtual meetings shall vary based on the determination and discretion of the Company. The virtual meetings cannot be rescheduled. Should Client miss a virtual meeting, he/she forfeits the opportunity to meet virtually on that topic that month.

- 2. Term.** This Agreement is valid as of the date of purchase and will be in effect for one year thereafter (the "Term"). Client understands and agrees that although virtual meetings are scheduled on a monthly basis, that this Agreement is for the Term of one year and that the cost of the program, as set forth in Section 3 below, is for the entire term of one year regardless of whether payment is made in full or financed through monthly payments.
- 3. Payment Schedule; Fees; and Credit Card Processing.** The applicable fee for the one-year Term for this Agreement is \$6,000 USD. Payment must either be made in full at the beginning of the term, or upon approval and agreement by Company, on a monthly basis in the amount of \$500 USD per month. Approval of monthly payments does not convert the program to a month-to-month program and Client understands and agrees that the amount due and payable is the total Term amount for the program. Client acknowledges and agrees that all payments made are deemed earned when paid and are non-refundable. If the Client elects to finance the one-year fee and make monthly payments, Client authorizes Company to charge the credit card provided and on file for the Client each month. 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.

**4. Scheduling.** From time to time, the Company may need to take time away to observe holidays, take vacations, attend company events, etc. When this occurs, any virtual meetings regularly scheduled to take place during that time will be rescheduled (no refunds will be given).

**5. Limitation on Services.**

- (a) Client understands and agrees that the Services are not counseling services and are not a substitute for professional counseling by a licensed psychotherapist or other licensed professional. Client understands that Company does not consist of any licensed psychotherapists or counselors.
- (b) Client also understands and agrees that Services, regardless of the credentials of Company's coaches and mentors, are not specific financial advice and as set forth in Section 8, Company cannot guarantee a financial success. Client acknowledges that Company is not a financial advisor, and that Company shall not provide financial advising services that require any licensing on a state or federal level.
- (c) Client also understands and agrees that Services, regardless of the credentials of Company's coaches and mentors, shall not be construed to be legal advice. Nothing in this agreement or throughout the Company's services should be construed as an offer to represent Client, nor is it intended to create an attorney-client relationship, nor shall the receipt of any information provided throughout the Services constitute an attorney-client relationship.
- (d) Client understands that the scope of services provided by Company only includes those Services particularly described in Section 1 of this agreement. The limitations listed in this Section are not meant to be a comprehensive list of all limitations and that in addition to the limitations set forth above that the only services to be provided are those set forth in Section 1 herein.

**6. Templates and Systems.** The Company will supply Client with access to proprietary templates and systems in relation to some lessons. Client understands and agrees that the use of the Templates and Systems is conditioned upon Client's agreement to the Terms & Conditions provided by Company found at <https://www.secretsos.com>.

**7. 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 inside the Academy. Client acknowledges that the program and materials were 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 Services 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 Academy and all other Services 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 one-year term pursuant to Section 2 and 3 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.

**8. No Promise of Outcome.** While the Company will strive to assist Client with the highest and best level of service as provided in the scope of the agreement, our Services are advisory. Client understands that with any program, the Company is unable to make promises or guarantees with respect to any outcome from participation in the program and therefore Company does not guarantee success, or any specific level of income or results associated with the Services provided. Client further understands that ultimately Client bears the sole responsibility for the use and implementation of the Services in Client's personal and professional life. Thereby, Client is responsible for his or her success in business and that this program is designed to enhance, supplement, and support Client in his or her efforts to grow and sustain a profitable business.

**9. Services.** Services will be provided virtually through the Zoom platform or another similar platform. Topics discussed may address specific personal projects, business successes, or general conditions in the Client's life or profession. Other consulting services include value clarification, brainstorming, identifying plans of action, and examining modes of operating in life, asking clarifying questions, and making empowering requests or suggestions for action.

The Company/Client engagement process will include a working relationship between the Secretsos™ Team and Client where they will engage in direct and personal conversations. Client agrees that successful consultation, coaching and/or advising requires effective partnership and collaboration between the Client and the Company. In the agreed-upon relationship, the Company plays the role of a facilitator of change, but it is Client's responsibility to enact or bring about the change.

**10. Reporting.** Client will be asked to report Client's personal and professional performance objectives on a regular basis, so the Company can monitor Client's progress.

- 11. Evaluation.** Just as Client's progress is regularly evaluated, Client may be asked to evaluate the performance of the Secretsos™ Team from time to time. Client agrees to certify in writing that Client is satisfied with the Services Client has received since the last evaluation, unless Client has raised concerns prior to the evaluation that have not been addressed. If Client is not fully satisfied with the Services Client has received (at any stage) Client agrees to inform us by emailing support@secretsos.net, so that we can work with Client to rectify Client's concerns.
- 12. 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 one-year term or if Client elects to stop utilizing the available contracted Services during the one-year term, Client's obligation to pay the full purchase price for the one-year term as set forth in Sections 2 and 3 herein shall remain. Notwithstanding the foregoing, if Client is in breach of this Agreement, or if Client violates the conditions set forth in the Terms & Conditions for use of the Academy, Company may terminate this Agreement with fifteen (15) days written notice. If Client's breach includes improper use of the Academy or materials, Company reserves the right to immediately remove Client from the Academy and/or restrict access to the Academy. If Company elects to terminate this agreement due to Client's breach of this Agreement, failure to adhere to the Terms & Conditions, and/or for misuse of the Secretsos™ materials or Academy, Client shall remain responsible for payment for the Services for the full one-year term.
- 13. Participation in Community Group.** Client understands that participation in the Secretsos™ APO Community Group associated with the Company is subject to the Terms and Conditions set forth at [www.secretsos.com](http://www.secretsos.com) and pursuant to the rules stated inside the Secretsos™ APO Community group, inside the Academy.
- 14. Waiver.** Any failure or delay by Company to exercise any right, power, or remedy under this Agreement shall not be deemed to be a waiver of such right, power, or remedy, and any single or partial exercise of any such right, power, or remedy shall not preclude the further exercise thereof; every right, power, or remedy of the Company shall continue in full force and effect until such right, power, or remedy is waived specifically by an instrument in writing executed by the Company.
- 15. Indemnification.** Client agrees to forever indemnify and hold harmless the Company from and against any loss, cost or expense resulting from Client's activities related to the Services. Client agrees to be accountable for producing results in so that the Company can ensure that Client receives the education Client needs in order to enjoy a life-long journey of success in his/her profession and personal life.

## **16. Resolving Disputes; Arbitration Agreement; Governing Law**

### **16.1. Resolving Disputes**

If you have a concern, we want the opportunity to address it without needing a formal legal case. Before filing a claim against Company, you agree to try to resolve the dispute informally by contacting [support@secretsos.net](mailto:support@secretsos.net). We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within thirty (30) days of the date we receive your initial email, you or Company may bring a formal proceeding.

### **16.2. Judicial Forum For Disputes**

You and Company agree that any judicial proceeding to resolve claims relating to these Terms or the Platform will be brought in the federal or state courts of St. Louis County, Missouri subject to the mandatory arbitration provisions below. Both you and Company consent to venue and personal jurisdiction in such courts. If you reside in a country (for example, a member state of the European Union) with laws that give consumers the right to bring disputes in their local courts, this paragraph doesn't affect those requirements.

### **16.3. Mandatory Arbitration Provisions**

#### **IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:**

- a. *We Both Agree to Arbitrate.* You and Company agree to resolve any claims relating to these Terms or the Platform through final and binding arbitration by a single arbitrator, except as set forth under Exceptions to Agreement to Arbitrate below. This includes disputes arising from or relating to the interpretation or application of this "Mandatory Arbitration Provisions" section, including its enforceability, revocability, or validity.
- b. *Opt-out of Agreement to Arbitrate.* You may decline these arbitration terms with respect to these Terms within thirty (30) days of first registering your Account by contacting us at [support@secretsos.net](mailto:support@secretsos.net).
- c. *Arbitration Procedures.* The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, St. Louis County, Missouri, or any other location we agree to. The AAA rules will govern payment of all arbitration fees. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), or by calling the AAA at 1-800-778-7879.
- d. *Exceptions to Agreement to Arbitrate.* Either you or Company may assert claims, if they qualify, in small claims court in St. Louis County, Missouri, or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the

Platform or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts in St. Louis County, Missouri to resolve your claim.

e. **NO CLASS ACTIONS.** You may only resolve disputes with us individually. You may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. If this specific paragraph is held unenforceable, then this "Mandatory Arbitration Provisions" section will be deemed void.

#### **16.4. Governing Law**

These Terms will be governed by Missouri law except for its conflicts of laws principles. However, some countries (including those in the European Union) have laws that require agreements to be governed by the local laws of the consumer's country. This paragraph doesn't override those laws.

- 17. 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.
- 18. Binding Effect.** Client has been advised that Client may and is encouraged to seek legal counsel regarding the legal and binding obligations set forth in this agreement. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, and successors. No assignment of this Agreement, in whole or in part, may be made by Client without the express written consent of Company.
- 19. 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.
- 20. 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. Company's rights under this Agreement will survive the termination of this Agreement.

- 21. Headings.** All Section headings contained in this Agreement are included for convenience only and form no part of this Agreement between the parties.
- 22. Electronic Signatures and Submission of Payment.** This Agreement shall be valid even if executed in counterparts. An electronic, facsimile, or scanned signature shall be binding and enforceable as if it were an original signature. If this Agreement is signed electronically upon purchase from Company's website or payment link, Client acknowledges and understands that clicking through and submitting the first payment or payment in full shall also constitute an electronic signature on this agreement and Client agrees to be bound by the entirety of this agreement and all of its terms herein. Client understands and acknowledges that all payments made through the Company's website or payment links in this manner are non-refundable. The parties hereby agree to the terms set forth herein.