

## PREMIUM COACHING CONTRACT

This Premium Coaching Agreement (this “Agreement”) is a binding contract between You (“Client”) and Haseya LLC ( the “Company”) whereby Company agrees to provide certain group coaching services to Client on the terms and conditions described below. This Agreement governs your access to and participation in the group coaching program described below.

THIS AGREEMENT (INCLUDING ITS SCHEDULES, AND ALL DOCUMENTS INCORPORATED BY REFERENCES) TAKES EFFECT WHEN YOU CLICK THE CHECKBOX BELOW (the "Effective Date"). BY CLICKING ON THE CHECKBOX BELOW YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT ON BEHALF OF ANOTHER PARTY, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT PARTY; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT CLICK OR SELECT THE CHECKBOX BELOW. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR PARTICIPATE IN THE COACHING PROGRAM.

**1. PREMIUM COACHING PROGRAM INFORMATION.** The Premium Coaching Package (the “Program”) is a 1 year virtual only group coaching program focused on three pillars of healing foods, healing movements, and a healing mindset consisting of the following processes and services below, and as is further detailed in the link <https://danettemay.com/premium-coaching/> (which is hereby incorporated by reference and forms an integral part of this Agreement). Client shall be entitled to:

**1.1. Annual Membership:**

- 1.1.1. 24 hours of live online group coaching sessions with Danette May (the “Coach”);
- 1.1.2. Access to a private Facebook group of like-minded women;
- 1.1.3. Earth Echo products box that includes:
  - 1.1.3.1. Cacao Bliss Pouch
  - 1.1.3.2. Golden Superfood Bliss Pouch
  - 1.1.3.3. Collagen Peptides Pouch
  - 1.1.3.4. Island Bliss Pouch
  - 1.1.3.5. Chai Bliss Pouch
  - 1.1.3.6. Cacao Bliss Travel Pack
  - 1.1.3.7. Golden Superfood Bliss Travel Pack
  - 1.1.3.8. Chai Bliss Travel Pack
  - 1.1.3.9. Island Bliss Travel Pack
- 1.1.4. Fit Rise 365 membership for the duration of the Premium Coaching Program only.

**2. LOCATION.** Client accepts that all Sessions, follow ups and communication relating to the Program shall be conducted virtually.. Each Session shall be conducted through a private Zoom video link or any other application as may be designated by the Coach, in Coach’s sole reasonable discretion, etc.

**3. FEES AND PAYMENT.** Client shall pay Company:

- 3.1. **Annual Payment** - Client shall pay a one time fee of \$4997 (Four Thousand Nine Hundred and Ninety-Seven United States Dollars) for the Program immediately upon execution of this Agreement, unless special discounts are applicable. The annual installment will automatically charge the Client's card on file every 365 (Three Hundred and Sixty Five) days, until canceled by the Client by contacting Danette May support. Client must contact the Danette May support prior to the Client's card being charged for cancellation;
- 3.2. Client acknowledges that **refunds are permissible only within the first 30 days of purchase**. There shall be no refunds after the first 30 days, or within 30 days of the payment. Fees become payable upon execution of this Agreement, even if the Client elects the payment by installments option. No case of financial hardship, illness and/or death in the family, amongst friends, or colleagues, nor hardship in career, job change, addiction or a change of heart or any other reason will excuse Clients' obligation to pay all fees under this Agreement after the initial 30 day period.

#### 4. CLIENTS OBLIGATION

- 4.1. Client agrees to undertake and be accountable for the completion of all directives or activities generated as a result of each coaching Session.
- 4.2. Client shall ensure that there will be no unreasonable third-party interference during the Sessions. Client agrees their participation in each Session will not violate any third parties privacy (such as use in a private space such as another's home, office, etc. or public location (airport, malls etc.)).
- 4.3. Clients must not, either directly or indirectly, divulge Session information to non-group members, or violate the privacy rights of other group members/participants, including the disclosure of their names, personal information, information shared, heard or seen within the Sessions to third parties.
- 4.4. Client must not download, copy, reverse engineer any Program materials, videos, audios of each Session as well as prerecorded/past Sessions. All materials may only be accessed and remain within the private Facebook group and/or any link shared with Client.
- 4.5. Clients must ensure their log-in details and access to each Session is for Clients' sole personal use and must be kept with the strictest levels of confidentiality. Client must not share the Zoom link or any other link provided by Company to third parties who are not active participants of the group coaching session.
- 4.6. Client agrees to refrain from the use of profanities, verbal abuse or inappropriate language during Sessions and in communications with the Coach, guest coaches and other group members.

#### 5. REPRESENTATION AND WARRANTIES. Client represents that Client:

- 5.1. is 18 years or older as of the date of this Agreement;
- 5.2. possesses the full right, power and legal competence to enter into this Agreement; and
- 5.3. has available, or will have available funds to cover any fees due under this Agreement within the allowable time frame.

## 6. LIMITATION OF LIABILITY

**CLIENT AGREES THAT HASEYA LLC, DANETTE MAY, GUEST COACHES AND ALL THE DIRECTORS, OFFICERS, EMPLOYEES AND/OR REPRESENTATIVES OF HASEYA LLC SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF, OR RELATING TO THE USE OF ANY INFORMATION PRESENTED OR SHARED DURING THE PROGRAM.**

## 7. DISCLAIMER

- 7.1. Client acknowledges that previous results do not guarantee similar results. There may be some benefits from the Program, but Client agrees that no results can be guaranteed or assured, and that the use of information provided in the Program is solely at Client's own risk.
- 7.2. Client understands and agrees that the Coach will do their best to work with Clients within the Sessions, however, Clients determination and choices ultimately determines Clients outcome and/or results.
- 7.3. Client understands and agrees that the information provided in this Program is strictly for educational and informational purposes. It is not meant to treat nor diagnose any medical, psychological, mental, nutritional and/or eating disorders such as bulimia, anorexia, depression, anxiety, and/or any other disorder, disease, and/or condition.
- 7.4. Clients understand that diagnosis of, or treatment of any disorders or any medical, mental, nutritional deficiency requires that Client consult a doctor, therapist or other properly qualified health professional, which HASEYA LLC, **its directors, officers, employees and/or representatives and DANETTE MAY DO NOT CLAIM TO BE for the purposes of this Program, even if qualified otherwise.**
- 7.5. Clients understand that it is Clients duty to inform Clients' primary care physician (PCP) or other chosen medical or psychological personnel **BEFORE** embarking on this Program, with the aim of ascertaining its suitability for Clients particular needs and condition. Client expressly agrees that any contact between Client and Company does not substitute Clients duty to inform Client's PCP hereunder.
- 7.6. Clients understand that although every reasonable precaution has been made to ensure the accuracy of the information provided in this Program, no guarantee can be given by DANETTE MAY ,HASEYA LLC, **NOR its directors, officers, employees and/or representatives** that the information is free from errors or omissions.

## 8. ASSUMPTION OF RISK AND RELEASE

- 8.1. Client has read and understands the information provided in this Agreement (and any other document incorporated by reference) regarding the coaching for the Program and that it is not intended as economic or financial advice, relationship advice, career advice, investment advice, parenting advice nor as treatment for any disorders, disease and ailments . Client understands and agrees that this Program may not be suitable for all Clients, and in full knowledge of this fact, Client gives **HASEYA LLC** Client's informed consent to participate in the Program. Client accepts full responsibility for any physical limitations, discomfort and or injuries in advance of

Clients participation in the Program and Client accepts full responsibility for Clients own actions and limitations.

**8.2.** Client agrees to comply with all rules imposed by the Company regarding the Program and forever releases and discharges **DANETTE MAY and HASEYA LLC** and its directors, officers, employees and all their authorized representatives from any and all injuries, economic and non-economic damages, liabilities whether known or unknown, now or in the future as it relates to the use of information provided during or arising out of the Program, any follows ups and outcomes or results.

**8.3. Client hereby releases DANETTE MAY and HASEYA LLC from any and all liability arising out of the Company or Coaches' involvement of an Approved Third Party, as supplied by Client, or the involvement of any health and law enforcement agent where Coach or the Company has reasonable belief that an emergency situation has arisen.**

**9. REFUNDS; TERMINATION.** Client agrees that upon payment of the Program fee it shall be refundable within 30 days of payment, or where payment is by installment, within the 30 days of the first installment payment. Otherwise, the fee payable under this Agreement is 100% **NON-REFUNDABLE**. Clients possess the right to terminate or withdraw consent for the participation in this Program at any time, and doing so will result in the termination of Client's participation in this Program but **no refunds** will be provided for any reason after the initial 30 day period.

**10. INTELLECTUAL PROPERTY.** The Program is copyrighted and original materials and information that have been provided to Client are for Client's individual personal use only. Client is not authorized to use any of the Company's intellectual property for any other purposes. All intellectual property, including Company's copyrighted program and/or course materials, shall remain the sole property of the Company and/or the Coach. No license to sell or distribute Company's or Coaches materials is granted or implied. By enrolling for the Program, Client agrees (1) not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights;(2) that any Confidential Information shared by the Company and/or Coach is confidential and proprietary, and belongs solely and exclusively to the Company and/or Coach, and (3) Client agrees not to disclose such information to any other person or use it in any manner other than in discussion with the Company or Coach. Further, by enrolling in this Program, Client agrees that if Client violates, or displays any likelihood of violating, any of Client's agreements contained in this section, the Company shall be entitled to injunctive relief (among other legal reliefs) to prohibit any such violations and to protect against the harm of such violations.

**11. CONFIDENTIALITY.** The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement, and participation in the Sessions are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed a

disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. Client acknowledges that email communication can be insecure and subject to hacking, Client agrees that Company shall not be held liable for confidentiality breaches due to unauthorized email interceptions. This Section shall survive the termination of this Agreement for any reason.

12. **NO ASSIGNMENT.** Client shall not assign any of its rights, nor delegate any of its obligations under this Agreement. Any purported assignment or delegation in violation of this Section shall be null and void.
13. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
14. **ENTIRE AGREEMENT.** This Agreement, together with any other documents incorporated herein by reference constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained in this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
15. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement and all related documents, and all matters arising out of or relating to the making or performance of this Agreement are governed by, construed in accordance with and enforced under the laws of the State of Colorado, United States of America. The parties shall resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity (“Dispute”) hereof first through good faith by negotiation and consultation between themselves, failing which the parties shall submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. Where a resolution is not achieved through mediation, the parties may submit the Dispute to a court of competent jurisdiction in the State of Colorado.
16. **REVIEW BY COUNSEL.** Client acknowledges Company has afforded Client adequate time to consider the meaning and effect of this Agreement and have been advised to consult with your attorney prior to executing and accepting this Agreement. Client further acknowledges that by executing this Agreement Client fully understands this Agreement, having consulted with Clients attorney, or have knowingly and voluntarily chosen not to.

## **PART 2 – RELEASES**

### **A. PHOTO & VIDEO LIKENESS USE**

1. I hereby agree and acknowledge that my likeness, image, name and any statements I make during the Program may be recorded. In consideration of the opportunity to participate in the Program hosted by Haseya LLC and Danette May I hereby consent to the recording of statements, personal information, photographs, and/or audio or video recordings taken of me for Mindful Health or Haseya marketing, Danette May marketing, social media, promotional, website, or other business purposes. All statements, personal information, photographs, and/or audio or video recordings

taken of me, by Mindful Health, Haseya or any of its business affiliates, may be used by Mindful Health, Haseya or any of its business affiliates for promotional, commercial or other purposes as determined by Mindful Health or Haseya anywhere in the world in their sole and absolute discretion. I release any rights to control the use or publication by Mindful Health, Haseya or any of its business affiliates of the statements, photographs, and/or audio or video recordings. All statements, personal information, photographs, and/or audio or video recordings taken of me by Mindful Health, Haseya or any of its business affiliates, shall be the sole property of Mindful Health, Haseya or any of their business affiliates. I understand that I shall not receive any compensation in connection with use of these statements, personal information, photographs, and/or audio or video recordings for promotional, commercial or other purposes.

2. On behalf of myself, I hereby release, waive and discharge any claims of any kind or nature arising out of or relating to the use of the statements, photographs, and/or audio or video recordings obtained during the Program, against Mindful Health, Haseya or any of their business affiliates or any person or firm authorized by Mindful Health or Haseya to publish said materials (“Publisher”). Such release, waiver and discharge shall also extend to all affiliated companies, shareholders, directors, officers, employees, agents and assigns of Mindful Health, Haseya or any of their business affiliates and any Publisher.
3. This Release shall be binding upon me, and my respective successors, heirs, assigns, executors, administrators, spouse and next of kin.
4. I HAVE READ THIS DOCUMENT AND I UNDERSTAND THAT I GIVE UP CERTAIN RIGHTS ON BEHALF OF MYSELF (INCLUDING RIGHTS RELATING TO PUBLICITY AND PRIVACY WITH RESPECT TO THE COMMERCIAL USE OF ANY STATEMENTS, PHOTOGRAPHS, AND/OR AUDIO OR VIDEO RECORDINGS) AND I SIGN THIS RELEASE FREELY AND VOLUNTARILY.

I acknowledge a complete and clear understanding and acceptance of and agreement with the above Photo and Video Likeness Use as it relates to my participation in the Program.