



MOXIE INSTITUTE CLIENT SERVICES AGREEMENT

This **SERVICES Agreement** (“**Agreement**“) is a legally binding contract entered into by and between Moxie Institute, Inc. (“**MOXIE**”) as defined in the proposal agreement, invoice, receipt, or when purchasing a product or service online, and the client who hires Moxie by accepting a proposal agreement or purchasing a product or service online (“**Client**”). **MOXIE** and **Client** may jointly be referred to herein as the “**Parties**” to this Agreement, or individually as a “**Party**” to this Agreement. All references to **MOXIE** include **MOXIE**’s employees, contractors, sub-contractors, coaches, trainers, facilitators, designers, writers, and other appointed agents that may be assigned by **MOXIE** to provide services as may be necessary to fulfill the scope and intent of Moxie’s proposal agreement, or this contract.

WHEREAS, **MOXIE** and the **Client** agree upon the following terms and conditions for **MOXIE**’s provision of services to **Client**; and

WHEREAS, **MOXIE** and the **Client** desire to memorialize their understanding of this Contract along with the terms and conditions as stated herein.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES: **MOXIE** shall perform for the **Client** the services that are described and specified in the Scope of Work, and any or all of the following as are utilized between the **Parties**: executed proposal, invoice, online learning platform, and/or payment processing solution, each of which is incorporated into this Agreement by reference as though fully stated herein (the “**Services**”). The **Client** has reviewed the specific inclusions, exclusions, and other conditions of the **Services**, and understands that any changes to the nature or the scope of the **Services** shall be effective only if made in writing and fully executed by both **Parties**, subject to the **Parties**’ mutual agreement regarding additional fees or modified terms therefore.

The scope of any changes, if any, shall be added to this Agreement as an Addendum and shall be considered a part of this Agreement as though fully stated herein. **MOXIE** shall have no obligation to commence work in connection with any alteration or change



to the scope or nature of the service and/or deliverables until the parties hereto have executed an addendum which includes fees, additional services, schedule changes, or any other modifications to the original scope and intent of services.

2. INDEPENDENT CONTRACTOR: During the duration of this contract and all addendums hereto, MOXIE will serve as an independent contractor and not the Client's agent or employee. In addition, MOXIE will have the authority to make commitments or assume obligations on behalf of the Client with specific arrangements that are made in writing. This Contract shall not be construed to create a joint venture, partnership, agency, or employment relationship between MOXIE (and/or its agents) and the Client (and/or its agents).

3. COOPERATION: MOXIE agrees to accept from the Client requests to perform tasks that are suitable to its experience and expertise that can be implemented within the scope of this Contract and shall have discretion with regard to the methods used to perform such services. The Client agrees to make its personnel reasonably available to MOXIE as and when needed throughout the term of this Contract to answer any questions and provide information, perform designated tasks, and assume the responsibilities as agreed to and described in the scope of work, proposal, or invoice. Client understands that its unavailability or unresponsiveness can materially affect MOXIE's performance or quality of the Services.

4. PAYMENT FOR SERVICES: The Client shall pay MOXIE for the Services as defined in the 'terms' section of a MOXIE executed/accepted proposal or invoice, online learning platform, QuickBooks, WooCommerce, or website payment processing solution.

Any invoice remaining unpaid for more than thirty (30) days from the invoice date shall accrue interest at a rate of two (2%) percent monthly compounded interest on the unpaid balance. Any processing fees(s) required by MOXIE for invoicing will be passed through to the Client. In the event of a dispute with regard to any portion of an invoice, the undisputed portion shall be paid as agreed to within the terms and conditions of this Contract. Any portion of a disputed invoice not resolved within thirty (30) days after its submission or a mutually agreed timeframe as established by both parties, any remaining balance will be deemed due and payable in full according to the terms and conditions stated herein.



Moxie fees do not include VAT or any other state, federal, local, or international taxes that may be applicable to this Agreement. If any state, local, federal, or international tax is applicable under this Agreement, Client shall be responsible for such taxes regardless of when such taxes are levied and payment is due. If any taxes are required to be deducted from the Service fee, Client agrees to pay those amounts necessary to offset the tax and any administrative or processing fees associated with the tax such that Moxie receives the total Service fee due under this contract.

In the event of non-payment for any portion of this contract, scope of work, or services, The Client understands and agrees that MOXIE may discontinue extending credit for the uncompleted portion of this Contract and require advance payments or retainer payments, before continuing work. If the Client fails to make timely payments to MOXIE with respect to any undisputed invoice, MOXIE reserves the right to stop work in progress or committed and/or terminate this Contract due to the breach of its terms and conditions. Also, the Client further agrees that if it fails to make timely payments with respect to any undisputed invoice MOXIE may stop work and place employees, consultants, and/ or subcontractors scheduled to work on this Contract on other projects without such action being considered a breach of contract or obligation to continue of any uncompleted portion of the scope of work or services as stated in this Agreement. Further, the Client agrees that in the case work is stopped by MOXIE because of the Client's failure to make timely payments as specified herein, MOXIE will assume no responsibility and shall be held harmless for any resulting damages or other consequences the Client may experience directly or indirectly related to stopping work because of non-payment.

In the event that The Client terminates this Contract and the rendering of Services prior to the training date or the start of an engagement, MOXIE shall be promptly paid as follows:

- a. If terminated more than one month before Services were to commence, 30% of the contracted amount;
- b. If terminated between one month and two weeks prior to commencement of Services, 75% of the contracted amount;



c. If terminated less than two weeks prior to commencement of services, 100% of the contracted amount.

5. NO GUARANTEES AS TO THE OUTCOME. The Client understands and agrees that the Services and the pricing quoted therefore are based upon such factors as estimates of the time MOXIE expects to dedicate to the performance of the Services, the expertise and seniority of the MOXIE staff performing the Services, the expected difficulty of the Services or subject matter, as well as other discretionary factors in MOXIE's sole determination. While MOXIE stands behind the expertise, competence, and excellence of its staff and work product, due to the subjective nature of the Services, MOXIE cannot and does not guarantee any specific outcome or result. The Client understands that it is entirely possible that, despite the best and most competent and thoughtful efforts by MOXIE, the Client may prefer not to use the final work product generated for them for any number of reasons. Client understands that such a choice by Client shall not entitle the Client to any discounts or refunds. Rather, the Client shall remain obligated to pay any and all fees agreed to for MOXIE'S performance of the Services regardless of Client's subjective opinion of the quality or usability of any final work product generated.

The utilization and implementation of the training, coaching, or services covered by this agreement, along with any content provided therein, is undertaken entirely at your own risk. MOXIE, its employees, representatives, and agents disclaim any responsibility for both physical and non-physical damages, whether imagined, perceived, or otherwise sustained as a consequence of utilizing or implementing MOXIE Services, or any content provided as part of Services.

The Services offered by MOXIE are intended to be advisory, educational, and supportive only. You assume sole responsibility for the use and implementation of these services in your personal or professional life. At any time during or following MOXIE services, you are free to reject any advice, suggestions, or requests made. Please be aware that there are no guarantees regarding the progress or outcomes resulting from MOXIE Services, and you bear full responsibility for the results achieved.

It is essential to recognize that the products and services provided by MOXIE may not be suitable for everyone. The creators of any products, services, coaching, or training



offered herein or in connection herewith disclaim any liability for injury or loss incurred by Client and Participants. We expressly disclaim all representations and warranties, disavowing all liability regarding decisions, actions, or outcomes following the presentation of information offered or provided within or through MOXIE services, or websites.

6. EXPENSES: The Client will reimburse MOXIE for all out-of-pocket disbursements for reasonable and necessary expenses including, but not limited to audio/video editing, production, and recording, photocopying, transcription, travel, lodging and food, ground transportation, parking and or mileage reimbursement at the rate of fifty-four (54) cents per mile, international communication if any, mailing and/or packaging and delivery costs, messenger fees, advertising, and any other costs incurred by MOXIE for the benefit of and in the course of performing the Services as stated herein. Those expenses specifically identified in the scope of work as included in the project cost will also be reimbursed.

7. INTELLECTUAL AND PROPRIETARY PROPERTY RIGHTS also known as “**Works**”: It is understood that any MOXIE Works including but not limited to strategy, process, marketing, education and all training materials and content shared by MOXIE (“MOXIE Training Content”) including but not limited to audio, written, recorded or video work in any form including digital transmission, slides, PDF’d, photocopies, Moxie online learning, software, speech and presentation material and props or any other form of reproduction or transmission of any and all content and/ or distribution to any other party is prohibited and is the sole property and proprietary work of MOXIE. Any reproduction, distribution, or sharing with any other party is also strictly prohibited without specific written consent or arrangements with MOXIE. Further, any audio, photography, or video recordings of any kind is prohibited unless specific written consent is given via a written addendum to this contract stating the terms and provisions and related fees for said use.

The Coaching, Training, and Workshop Materials and Content provided by MOXIE through a MOXIE trainer, facilitator, or coach or any other MOXIE Training Content are intended for Client professional development purposes only. MOXIE Training Content, which may include “MOXIE Work” (as defined below), is protected by copyright pursuant



to U.S. and international copyright laws, and owned, licensed to, or controlled by MOXIE, unless specifically credited. "MOXIE Work" means any processes, graphic elements, illustrations, designs, techniques, methods, concepts, data, know-how, or other works (and the intellectual property rights therein) that are conceived, owned, developed, or reduced to practice by MOXIE prior to or outside the scope of the Coaching, Training or Workshop Services. MOXIE retains ownership and all ownership rights to MOXIE Training Content and MOXIE Work.

Limited Use: MOXIE agrees that all **MOXIE Training Content and Works** exhibited in any tangible medium of expression created or developed by MOXIE and/or subcontractors and employees on behalf of the Client pursuant to the rendering of Services under this Contract are hereby granted to Client for the benefit of each individual or attendee receiving the Services under this Contract, a fully paid-up, perpetual, non-exclusive, non-transferable, irrevocable and royalty-free right to use the MOXIE Training Content and MOXIE Works for such individual's professional development purposes, subject to the restrictions above.

MOXIE shall retain sole ownership and all intellectual property and copyrights to any MOXIE Works and training materials including, but not limited to all proprietary strategy, know-how, knowledge, workbooks, written materials, recorded audio, video, electronic media content, software, media training tools, background technology, speech writing, content, and presentation design that is slated to be used by MOXIE in the course of performing the Services as stated in this agreement.

MOXIE retains the right to develop, market, distribute and otherwise commercially exploit their own proprietary services and training materials without limitation, including services or materials that may be similar to or compete with Works developed for or on behalf of The Client.

MOXIE accepts no responsibility for the consequences and outcomes of The Client's use and application of strategy, knowledge, education and training materials, and customized works after the completion of the Services as stated in this Agreement.



8. DISCLOSURES AND CONFIDENTIALITY: During the performance of Services under this Contract it may be necessary for either party to provide the other with certain Information considered proprietary and confidential by the disclosing party.

The term “Information” means, without limitation, Works, Training Content, background technology, and any and all technical and business information disclosed in any manner or form including, but not limited to financial plans and records, marketing plans, business strategies, trade secrets, know-how, present and proposed content and products, computer software programs, source code, relationships with stakeholders and third parties, customer lists, and information regarding customers and suppliers, founders, employees, contractors, or affiliates.

Any information disclosed hereunder is subject to the following terms and conditions:

a. Information of the other party shall not be disclosed to anyone other than the directors, officers, agents and employees of the receiving party (“Representatives”) who have a need to have access to such Information to perform obligations under this Agreement. Each party will use the same degree of care to protect the Information of the other party as it uses to protect its own Information of like importance, but no less than a reasonable degree of care. Client is responsible for any breach of the confidentiality and non-use obligations under this Section 7 (Disclosures and Confidentiality) by any of its Representatives.

b. The disclosing party’s Information will be used only as necessary for the performance of the receiving party’s obligations under the applicable scope of work under this Agreement. Neither party will make additional copies or save Information files, audio, video, slides, images, and other forms of information without the express knowledge and consent of one another.

c. The party receiving said information will not have any obligation with respect to the following:

i. Information that is or becomes publicly available through no wrongful act of the receiving party;



ii. Information that was previously known to the receiving party without any obligation to keep it confidential; or

iii. Information that was independently developed by the receiving party without reference to, use of, or reliance upon the disclosing party's Information.

In addition, the receiving party may disclose Information in response to a valid order by a Court or other official governmental body, or as otherwise required by law, provided, however, that the receiving party provides prompt written notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

d. Within 7 days of a request by the disclosing party, the receiving party shall return or destroy all property including, but not limited to, documents, records, tapes, and any other media as well as all copies thereof in its possession or under its control that contains Information of the disclosing party and purge all Information from its electronic systems and files.

e. The duties and obligations to protect Information will survive for a period of five (5) years following completion, termination, or expiration of this Agreement.

f. The parties recognize and acknowledge that the Information may have competitive value and that irreparable damage might result to the disclosing party if the Information is improperly disclosed by the receiving party to any non-authorized third party. The parties agree that legal proceedings at law or in equity, including injunctive relief may be appropriate to recover damages in the event of a breach hereof.

9. SOLICITATION OF EMPLOYEES OR CONTRACTORS: MOXIE and Client have entered into a relationship that requires considerable specialized training, knowledge, and expertise in the course of carrying out the services under this agreement. Each party agrees that during the term of this Agreement and for a period of twenty-four (24) months after the conclusion of the Services, neither party will approach, entice, solicit, induce, encourage, or contact any employee, consultant, partner, or agent for the purpose of seeking employment, consulting, training, coaching, or business arrangements competitive or complementary with the other party's line of business



including, but not limited to all training, coaching, and talent development topics, course and instructional design, writing, marketing, slide design, video production and editing, conference and meeting services, and talent representation. Each party agrees to provide this clause to any and all subsequent employees or contractors during the term of this non-solicitation agreement. All services associated with MOXIE employees, consultants, partners, and agents during the term of this non-solicitation agreement shall be negotiated, contracted, and invoiced through MOXIE Institute.

10. TERMS AND DEPOSIT: This Agreement shall commence as of the date of the last signature below (“Effective Date”) and shall continue until all Services are completed. MOXIE will begin performing the Services upon its receipt of this signed Contract and the payment or deposit as specified in the proposal and scope of work. For corporate-sponsored Training and Workshop Services, MOXIE shall be entitled to and shall receive payment in full for all Services provided and all reimbursable expenses incurred through and including the Effective Date of cancellation and rescheduling. The balance remaining held on deposit will be applied to the final billing. Payment of any undisputed remaining contract balance shall be made to Moxie Institute upon submission of their invoice.

11. SCHEDULING, TRANSFER, CANCELLATION, AND REFUND POLICY:

Public Live Online Classes and Public Instructor-Led Live Workshops

For public instructor-led live workshops and live online classes, you may transfer to a future class or workshop date within 180 days (of equal or lesser value), send someone to take your place or cancel without penalty at any time up to thirty (30) days prior to the event date.

Clients may transfer their registration to another person or course of equal or lesser value, for a fee, within thirty (30) days but not within two (2) business days prior to the event. The transfer request must be received in writing five (5) business days prior to the first day of the event for which you were originally scheduled. For half-day live online classes, a \$75 transfer fee will be applied if received less than five (5) business days prior to the start date of the event. For full-day live public workshops, a \$250 transfer fee will be applied if received less than five (5) business days prior to the start date of the event. There are no cancellations, refunds, or transfers within five (5) business days of



the event. Participant cancellations, transfers, and substitutions must be made with written notification to Team@MoxieInstitute.com.

Virtual or In-Person Coaching

Rescheduling: For virtual or onsite speaker and presentation coaching, executive coaching, or media training engagements, all rescheduling notices must be submitted more than twenty-four (24) hours prior to the start of the Services in writing to both the assigned coach or trainer and MOXIE (Team@MoxieInstitute.com) or Client will forfeit the coaching hours and be held responsible for the entire agreed upon fees for service. The Client will be responsible for any fees and costs associated with research, planning, travel, and incidentals related to changed dates and/or locations.

Clients have the option of rescheduling their forfeited session for an additional fee of \$100 but must exercise this option within their contracted term.

Unless otherwise agreed to in writing, the Coaching Services will start at the earlier of (a) your first use of service (b) the date of the signed contract (c) the date that you purchased the Service, or (d) the start date contained in the Order Form, and, in each case, will extend one year (365 days) to end at the expiration of Services Term unless sooner terminated as set forth below.

Subscription Services

Subscriptions automatically renew for successive terms of the same duration as the original Services Term, unless either party gives written notice to the other party of its intention not to renew at least thirty (30) days before the expiration of the applicable Services Term. Any Services that you order must be consumed during the applicable Services Term and any unused Services will expire.

Client-Sponsored Training

For Client-sponsored training, we request at least thirty (30) days following the written notice to reschedule the training for preparation and planning. Future training dates will be granted up to 6 months (180) days without additional penalty. In the event that the



Client terminates this contract prior to the start of training or engagement, MOXIE shall be promptly paid as follows:

1. If terminated more than twenty (20) business days before services were to commence, 50% of the contracted amount plus any travel and incidental fees incurred.
2. If terminated between twenty (20) business days and fourteen (14) business days prior to commencement of services, 75% of the contracted amount plus any travel and incidental fees incurred.
3. If terminated less than fourteen (14) business days prior to commencement of services, 100% of the contracted amount.

For In-Person Client-sponsored training, workshops, and event rescheduling, the Client may request in writing a future training date thirty (30) days before the originally agreed upon workshop or training date. A rescheduling fee equal to 25% of the Training or Workshop fee will be due if the Client delivers the notice of rescheduling less than thirty (30) days and more than fourteen (14) from the Workshop or Training date. A rescheduling fee equal to 50% of the Training or Workshop fee will be due if the Client delivers the notice of rescheduling less than fifteen (15) days from the Workshop or Training date. Requested dates to reschedule are not guaranteed and based on Moxie Master Trainer availability.

Rescheduling a future date for Client-sponsored **virtual** training and workshops must be requested in writing by the stakeholder ten (10) business days in advance or the client agrees to pay an additional 25% of the total training and workshop amount. Requested dates to reschedule are not guaranteed and based on Moxie Master Trainer availability.

Done-For-You Services

For Moxie Done-For-You Services including speechwriting, scriptwriting, copyediting, slide design, graphic design, motion graphics, video production, audio production, video editing, and speaker applications, Services must be completed within sixty (60) days. Project timelines can be extended for an additional thirty (30) days for a fee of 25% of the original scope of work and signed contract. Invoice must be paid in advance for the work to continue and we cannot guarantee the same employee(s) that started the



original scope of work. Clients must respond to requests, questions, and revisions within one (1) business day for projects with a deadline date, or the deadline date is extended by one business day for each business day we do not receive a response. Hours exceeding the original Scope of Work are billed as outlined according to the signed contract for additional requests, research, and/or revisions.

All fees for any Done-For-You Services under this Agreement, once paid, are non-refundable and non-transferable, in whole or in part, and non-creditable against other fees payable in connection with Client Services. All Done-For-You Service contracts or portions of a contract that include Done-For-You Services are personal to the original Stakeholder and may not be transferred or assigned to any third party or team.

EXTENUATING CIRCUMSTANCES POLICY:

Moxie Institute may give refunds or waive the Cancellation Charges if Client has to cancel because of an unexpected circumstance that's out of their control. Below is a list of circumstances covered by our Extenuating Circumstances Policy. Before you cancel, check that your circumstance is included in the list below and that you can provide the required documentation.

Public Workshops

- **Government-mandated obligations** including state or federal travel restrictions, court appearances, and military deployment. (copy of the official notice dated after the event was booked)
- **Natural disasters, terrorist activity, and civil/political unrest** that prevent attendees from traveling to or from the training destination
- **Epidemic disease or illness or pandemic** that suddenly affects a region or an entire group of people. This doesn't include existing diseases that are associated with an area – for example, malaria in Thailand or dengue fever in Hawaii. Any updates to our policy regarding the outbreak of a disease, and the scope of policy application, will be determined based on announcements by the World Health Organization and local authorities.



- **Travel restrictions** imposed by a government, law enforcement agency, or military that restrict travel to or from the training location.
- **Safety and security threat advisories** issued by a government or law enforcement agency for the training location.

Client Sponsored Training

- **Natural disasters, terrorist activity, and civil/political unrest** that prevent attendees from traveling to or from the training destination
- **Epidemic disease or illness or pandemic** that suddenly affects a region or an entire group of people. This doesn't include existing diseases that are associated with an area – for example, malaria in Thailand or dengue fever in Hawaii. Any updates to our policy regarding the outbreak of a disease, and the scope of policy application, will be determined based on announcements by the World Health Organization and local authorities.
- **Travel restrictions** imposed by a government, law enforcement agency, or military that restrict travel to or from the training location.
- **Safety and security threat advisories** issued by a government or law enforcement agency for the training location.

If you've confirmed your circumstance meets the requirements above, first cancel your registration in writing to Team@MoxieInstitute.com and call 858-771-6827. If your registration falls under a recognized extenuating circumstance, you'll be notified that your registration qualifies for a cancellation, and you'll receive a full or partial refund depending on the event and service.

If your registration doesn't qualify automatically, continue canceling your registration and then contact us to file a claim. We'll walk you through the next steps, which will include submitting any required documentation and waiting for our team to review your case. Documentation must be submitted within fourteen (14) days of cancellation.

Moxie Institute reserves the right to cancel the Services due to extenuating circumstances, low enrollment, inclement weather, or other circumstances that would make the event non-viable. Should circumstances arise that result in the postponement of an event, Client will have the option to either receive a full refund or reschedule the Services at a future date free of charge. In the event that Moxie Institute needs to



cancel, Client will receive a full refund applied to the credit/debit card or other payment form used to purchase the Services. You will need to provide our support team with your payment information in order to activate the refund. For your protection, our system does not store your information.

We appreciate that this is an important investment for you and would like to accommodate your needs the best we can. Therefore, please call us at 858-771-6827.

12. INDEMNIFICATION: In the event that MOXIE or any principals, employees or subcontractors becomes a party to, or is threatened to be made a party to, any action, suit or investigation by reason of the fact that MOXIE performed the Services, the Client agrees to indemnify and hold harmless MOXIE against any and all expenses incurred for defense including court costs, attorneys fees, judgments, fees, fines and amounts paid in settlement, actually and reasonably incurred by it in connection with such action assuming that MOXIE acted in good faith and in a manner which is reasonably believed to be in the best interest of both parties to this Contract and in compliance with its terms and conditions.

13. LIMITATION OF LIABILITY: The limit of MOXIE'S liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to the Client, or to any third party concerning performance or non-performance by MOXIE, or in any manner related to this Agreement, for any and all claims shall not in the aggregate exceed the fees and expenses paid by the Client to MOXIE hereunder with respect to the performance by MOXIE of any and all Services. The Client's exclusive remedy for any claim arising out of these arrangements shall be for MOXIE, upon receipt of written notice, to use best efforts to cure the breach at its expense, and failing that, the return of fees paid to MOXIE for the work related to the breach.

In no event shall either party be liable for consequential, incidental, or punitive loss, damage, or expenses (including lost profits or savings) even if it has been advised of their possible existence. Any action by either party must be brought within one (1) year after the cause of action arose.

14. PROVISION FOR COLLECTION OF UNPAID FEES AND EXPENSES: Should any portion of MOXIE'S invoices for the agreed-upon fees, services, and expenses related to



this contract not be paid within the stated terms for payment herein, MOXIE may elect to commence collection proceedings. It is agreed that all expenses related to attorney's fees, court costs, and other services or expenses related to collection will be paid by the Client.

15. USE OF NAME: The Client may not use the names "Fia Fasbinder", "Gregg Fasbinder", "Moxie", "Moxie Institute" or any other names under which MOXIE may operate, or the name of its principals, trainers, coaches, employees, subcontractors, programs, audio, videos, podcasts, social media and educational material without MOXIE'S prior written consent.

16: RELEASE AND PERMISSION OF LIKENESS: Client hereby grants MOXIE an irrevocable release to utilize their name and likeness in the following ways. The Client authorizes MOXIE to include photographs or videos of them in various marketing or promotional materials, both digitally and in print, for the purpose of marketing services to the general public, provided that such portrayal accurately represents the Client's involvement with MOXIE.

Client permits MOXIE to publicly and accurately disclose their status as a Client in any relevant medium. Additionally, the Client acknowledges and agrees that any virtual or live training they attend, whether individually or with any member of the MOXIE team, may be recorded. The Client further grants MOXIE permission to incorporate these recordings as deemed necessary into the archived set of training materials for the benefit of other clients and team members.

If the Client or participants willingly provide an endorsement or testimonial regarding their experience with Moxie, the Client allows MOXIE to share such testimonials publicly, without restriction, in written, audio, or video format.

This release and permission of likeness are subject to the understanding that all representations made by MOXIE will accurately reflect the Client's genuine involvement and experiences.

EDUCATIONAL CONTENT AND COMMUNICATION CONSENT: The Client grants explicit permission to MOXIE to use the provided contact information of participants attending training, workshops, coaching, and keynote events to send



training and educational content, feedback surveys, learning reinforcements, and periodic updates related to Moxie Institute Products and Services. MOXIE commits to maintaining the confidentiality of this information and will not share or sell it to any third party. Additionally, MOXIE undertakes to incorporate a readily accessible opt-out mechanism in each email, providing Clients and Participants the option to unsubscribe from further communications.

17. FORCE MAJURE: MOXIE shall not be considered in breach of this Agreement for its failure to perform or its delay in the performance of any obligation hereunder if the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, pandemics, epidemics, communicable diseases, embargo, governmental actions or requirements, military authority, act of God, shortages in the marketplace or any other event beyond the reasonable control of that party. MOXIE and Client agree to take reasonable actions to minimize the effects of any such event or circumstances and use its commercially reasonable efforts to restore performance as soon as commercially practicable following the cessation of such event.

18. NON-DISPARAGEMENT: Client agrees not to publicly or privately, directly or indirectly, whether by digital medium or spoken word, under any circumstance or for any reason, falsely disparage or provide false information on any experience with MOXIE or personnel. Client agrees that should there be a conflict, issue, or disagreement of some type, they will raise that issue with a member of MOXIE first and work to resolve it fairly and professionally directly with a representative of MOXIE. Client further agrees not to directly or indirectly encourage or suggest that any other Client, employee, or team member of MOXIE alter their relationship with MOXIE, based on false information, in any way.

19. DISPUTE RESOLUTION:

19.1 INFORMAL RESOLUTION: The parties will use good-faith efforts to resolve any issue, claim, dispute, or controversy arising out of or relating to this Agreement (each a "Dispute") informally using the procedures in this subsection. One party will give the other party written notice of any Dispute not resolved in the normal course of business. All notices of a Dispute must be in writing and shall be deemed to be received when



delivered, if personally delivered or sent by overnight courier or (10) days after deposit in the U.S. mail, registered, return receipt requested. Within ten (10) business days after receipt of the notice, representatives of both parties with authority to resolve the Dispute will meet virtually at a mutually acceptable time, and shall thereafter meet or have conference calls as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Dispute. If either party intends to have an attorney attend a meeting or participate in a conference call, it will notify the other party at least five (5) business days before the meeting to enable the other party to also be accompanied by an attorney. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of any applicable evidentiary rules. The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the informal resolution by any of the parties, their agents, employees, experts, and attorneys, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration, or other proceeding involving the parties and the Dispute. If the parties are unable to resolve the Dispute within sixty (60) days of the initial notice, each party shall be free to pursue any remedy it shall have in arbitration; provided, however, that a party may promptly submit a claim to arbitration if such claim would be barred by the applicable statute of limitations.

19.2 ARBITRATION: Except as may be otherwise provided in this Agreement, Moxie Institute and Client agree that any Dispute arising out of or relating to this Agreement or the breach thereof shall be submitted to neutral and binding arbitration and shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association (“AAA”). The party demanding arbitration shall be responsible for initiating the arbitration process in accordance with the then-current rules of the AAA. In no event shall either party’s demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such would be barred by the applicable statute of limitations. The arbitrator(s) shall be bound by any limitations of liability as set forth in this Agreement and, except as may be otherwise provided in this Agreement, shall in no event award either party any amount representing incidental, indirect, special, consequential, or punitive damages. Any award properly made hereunder may be entered in any court having competent jurisdiction. Arbitration must be on an individual basis. This means neither party may join or consolidate claims in arbitration by or



against others or litigate in court or arbitrate any claims as a representative or member of a class.

19.3 LOCATION: Unless the parties otherwise agree in writing, the arbitration proceeding will be conducted in San Diego, CA.

19.4 NOTICE: BY ENTERING INTO THIS AGREEMENT AND SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THIS AGREEMENT, EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN, TO BE SUBMITTED TO NEUTRAL AND BINDING ARBITRATION AS PROVIDED BY CALIFORNIA LAW. EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN, YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED HEREIN. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER SIGNING THIS AGREEMENT TO ARBITRATE, YOU MAY BE COMPELLED TO ARBITRATE UNDER CALIFORNIA LAW. YOUR AGREEMENT TO ARBITRATE THIS MATTER IS VOLUNTARY.

20. SEVERABILITY: If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then: (a) such provision will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision; (b) such provision will remain in effect to the extent it is not invalid or unenforceable, and (c) the remainder of this Agreement shall remain in full force and effect and shall in no way be invalidated. The laws of the State of California shall govern this Contract without regard to any conflict of laws. This instrument constitutes the sole and final Contract between Client and MOXIE and correctly sets forth the obligations of each party to the other as of the date of this Agreement. This Contract supersedes any and all previous or contemporaneous written or oral agreements with MOXIE.

21. COUNTERPARTS: The parties agree that this Agreement (and/or any of the Agreements mutually agreed upon exhibit(s), amendment(s), or SOW(s)) may be



electronically signed. The parties agree that an electronic signature appearing on this Agreement (and/or such exhibit(s), amendment(s), or SOW(s)) is the same as a handwritten signature thereof for the purposes of validity, enforceability, and admissibility. Further, the parties agree that this Agreement (and/or such exhibit(s), amendment(s), or SOW(s)) may be executed in counterparts, each of which shall be deemed one and the same instrument. Moreover, the exchange of this executed Agreement (and/or such exhibit(s), amendment(s), or SOW(s)) that is photostatic or portable document format (.pdf) form by electronic mail or by another electronic means (e.g. facsimile) shall be considered original(s) and shall constitute effective execution and delivery of the original(s).

22. GOVERNING LAW: This Agreement shall be interpreted and construed under the laws of the State of California, excluding the choice-of-law provisions of such laws. In the event a judicial proceeding is necessary, the sole forum for resolving disputes arising under or relating to this Agreement are the city, state, and federal courts located in San Diego, California in which the principal business office of the defendant is located and all related appellate courts and the Parties hereby consent to the jurisdiction of such courts. Such consent shall be binding.

23. GLOBAL EFFECT: MOXIE provides its services to clients worldwide, either directly or through its affiliates. It is the intention of the parties, therefore, that this Agreement be the overall document governing the delivery of Services by MOXIE and its domestic and international Affiliates to Client and its domestic and international Affiliates. To that end, the parties agree that all SOWs for the provision of Services executed by the parties and/or their Affiliates that refer to this Agreement will be deemed to incorporate and be controlled by its terms and conditions.

24. AFFILIATES: "Affiliate" means any corporation, firm, limited liability company, partnership, or other entity that directly or indirectly controls or is controlled by or is under common control with a party hereto. As used herein, "control" means ownership, directly or indirectly, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of a corporation



or other entity or has the ability to direct or influence the operations of an entity, directly or indirectly, by virtue of ownership of a majority of its outstanding voting shares, by contract or otherwise.

25. ENTIRE AGREEMENT: This Agreement, including the documents incorporated by reference, sets forth the entire agreement between the Parties and supersedes all contracts, proposals, or agreements, whether oral or in writing, and all negotiations, discussions, and conversations, between the Parties with respect to the subject matter hereof. This Agreement may not be altered, amended, or modified, nor any of its provisions waived, except in a written document signed by both parties.

Signatures hereon, proposal agreement, or payment processing for online Classes, Courses, Bundles, and MoxieU signify that the Parties have read and understood this Agreement, and agreed to its terms and conditions.

By signing this Agreement, or checking the “I have read, understand, and agree with Moxie Institute’s Service Agreement,” or paying for services online, Client and MOXIE hereby approve and agree to be bound by the terms and conditions set forth in this Agreement. Each Party represents that the individual signing this Contract is vested with full authority to bind the Party on behalf of whom they are signing. This Contract may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one instrument. To the maximum extent permitted by law, this Agreement may be signed and transmitted electronically with the same validity as if it were an ink-signed document.