

WOMEN WHO RESET COACHING AGREEMENT

This Service Contract for group business consulting and strategic business advising ("Agreement") by and between HER WEALTH UNLIMITED, LLC a GEORGIA Liability Company ("Company") located at 2090 Baker Rd Ste 304-143, Kennesaw, GA 30144 and the undersigned (the "Client").

1. Description of Services. Company shall provide Client with business consulting and

advising services ("Services") that include the following:

1. Access to the Women who Reset Mastermind Program Facebook Group;
2. Individual Weekly Accountability calls with an assigned accountability coach; and
3. Weekly live virtual training calls with other members of the Women who Reset Team.

2. Client understands and agrees that the use of the Membership site (if applicable) is conditioned upon Client's agreement to the Terms & Conditions for use of the Membership provided by Company. The Terms & Conditions in their present form can be found at erica-hill.com (if applicable)

Client also understands and agrees that the schedule for weekly live training calls with other members of the Women who Reset Mastermind program is subject to change with or without notice to the Client and shall be set forth by the Company. The coaches assigned to the calls shall vary based on the determination and discretion of the Company.

3. Term. This Agreement is valid as of the date listed below and will be in effect for one

year thereafter (the "Term"). Client understands and agrees that although weekly coaching calls 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 5 below, is for the entire term of one year regardless of whether payment is made in full or financed through monthly payments.

4. 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 year term or if Client elects to stop utilizing the available contracted services after the 30 day money back guarantee the Client's obligation is to pay for the full purchase price for the one-year term as set forth in Sections 3 and 5 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 Membership Site (if applicable) and Facebook Group, Company may terminate this Agreement with fifteen (15) days written notice. If Client's breach includes improper use of the Facebook group or Membership Site materials (if applicable),

Company reserves the right to immediately remove Client from the Facebook Group and/or restrict access to the Membership site (if applicable). If Company elects to terminate this agreement due to Client's breach of the Agreement, failure to adhere to the Terms & Conditions, and/or for misuse of the program materials or membership site (if applicable), Client shall remain responsible for payment for the services for the one year term. Should Client attempt to terminate this Agreement prior to the end of the Term, Client remains responsible for the payment in full of the applicable fee.

5. Schedule; Fees; and Credit Card Processing. The applicable fee for the one-year Term for this Agreement is \$6997 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 \$597 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 annual 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 annual 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.

6. No Promise of Outcome. While the Company will strive to assist Client with the highest and best level of services as provided in the scope of the agreement, 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 is responsible for his or her financial success and that this program is designed to enhance, supplement, and support Client in his or her efforts to grow and sustain their finances.

7. Limitation on Services.

1. Client understands and agrees that Company's 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.

2. Client also understands and agrees that Company's services are not specific financial advice and as set forth in Section 6, 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. Company is licensed as a financial professional; however, any investment

advice outside of the scope of a licensed financial professional must be given by a registered licensed investment advisor and company is not responsible for that advice.

3. Client also understands and agrees that Company's services shall not be construed to be legal advice. Company does not provide legal advice or legal services.

4. 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.

8. 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 on the Membership site. Client acknowledges that the program and materials was 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 (if applicable) 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 course of the program 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 membership site (if applicable), the Facebook Group, and all other services provide by the program 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 year

term pursuant to paragraphs three and four 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.

9. Participation in Facebook Group. Client understands that participation in the Facebook group created for this group consulting is subject to the terms and conditions set forth by Facebook. Client understands that Company is in no way

affiliated with Facebook or its affiliates and therefore, Client agrees to hold Company harmless from any action or inaction taken by Facebook. Nothing in this Agreement shall be construed to benefit Facebook or any other third-party entity or individual in accordance with Paragraph 12 herein.

10. 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.

11. Applicable Law; Jurisdiction; and Venue. This Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Georgia, without giving effect to any conflicts of laws provisions. The Company and the Client stipulate and consent to personal jurisdiction and proper venue in the state or federal courts of Cobb County, Georgia and waive each such party's right to objection to a Georgia court's jurisdiction and venue.

12. 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.

13. 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.

14. 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.

15. 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.

16. Headings. All section headings contained in this Agreement are included for convenience only and form no part of this Agreement between the parties.

17. 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, 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 membership site in this manner are non-refundable.

18. The Client hereby agrees to hold harmless and indemnify Erica Hill, Her Wealth Unlimited LLC, Coaches, Assistants, Affiliates, Employees or Owners, from any and all liability of injury, loss, damages, costs, attorney fees or expense which are sustained, incurred, or required arising as a result of involvement.

19. The parties hereby agree to the terms set forth herein.



I agree to the above terms and conditions