

# CLIENT AGREEMENT

This Client Agreement is made at the time of payment for services provided by **CORE POWER HEALTH & FITNESS INC™** and Client paying for services.

The Parties agree as follows:

## 1. SERVICES PROVIDED BY CORE POWER HEALTH & FITNESS INC™

Mollie Miller and Ender Serrano doing business as **CORE POWER HEALTH & FITNESS INC™** shall provide to Client the services specified below:

Consultations, exercise instruction and education on sports conditioning, sports nutrition, body mechanics, posture, balance/coordination, endurance, strength and flexibility exercises associated with Pilates, Assisted Stretching and Trigger Point massage, Tai Chi, Yoga, Stand Up Paddle Boarding, cardiovascular exercise, and/or strength training exercises.

The period of this Agreement begins at the time of payment/service and continues until services were provided or this Agreement is terminated pursuant to Paragraph 8 below. If the parties wish to continue working together after the expiration of this Agreement, a new Agreement shall be executed by both parties with a new period of service.

## 2. CLIENT DUTIES

To get the most out of this program and the services provided Client must respond to **CORE POWER HEALTH & FITNESS INC™** in a timely manner and send any information requested so as to best achieve the intended results. If an appointment is missed without notice, it is at **CORE POWER HEALTH & FITNESS INC™**'s discretion to reschedule at a date and time convenient to the service provider. If you need to cancel or reschedule an appointment, please notify **CORE POWER HEALTH & FITNESS INC™** at least 24 hours in advance to avoid a cancellation fee. The success of our working together falls on Client's full participation and dedication to the program.

## 3. INFORMED CONSENT

Client has been informed and acknowledges that in taking exercise instruction they do so at their own risk. Client understands and is aware that strength, balance/coordination, endurance and flexibility exercises associated with Pilates, Assisted Stretching and Trigger Point massage, Tai Chi, Yoga, Stand Up Paddle Boarding, cardiovascular exercise, and/or strength training exercises are potentially hazardous activities. Client is voluntarily, participating in these activities. Client does hereby declare themselves to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent their participation. Client acknowledges that they have either had a physical examination and been given their physician's permission to participate, or that they have decided to participate in the activity without the approval of their physician and do hereby assume all responsibility for participation in the activities. Client understands that there is a certain amount of risk of injury inherent in any exercise program, no matter how well designed. Client agrees to assume that risk.

#### 4. FEES & PAYMENT

For all Services performed under this Agreement or other request for Services that references this Agreement, Client shall: (i) pay **CORE POWER HEALTH & FITNESS INC™** at the current standard rates, and (ii) pay **CORE POWER HEALTH & FITNESS INC™** at the time of scheduling a coaching/consultation appointment or upon receipt of an invoice. All payments pursuant to this Agreement are non-refundable and non-transferable. **CORE POWER HEALTH & FITNESS INC™** reserves the right to place further services on hold until any outstanding invoice is paid and to invoice Client ten percent (10%) annual interest rate for any outstanding, undisputed invoice not paid within thirty (30) days after receipt. If payment ceases for a period of 30 days, this Agreement will be cancelled and Client will be required to pay the prorated amount due for services performed up to that date.

#### 5. CANCELLATION POLICY

24 hours advanced notice is required to CANCEL or RESCHEDULE all 1/1 private coaching/consulting sessions. If 24 hour advanced notice is not given, **CORE POWER HEALTH & FITNESS INC™** reserves the right to deduct the missed session from Client's account. It is at **CORE POWER HEALTH & FITNESS INC's** discretion to reschedule at a date and time convenient to the service provider.

#### 6. CONFIDENTIAL INFORMATION

**CORE POWER HEALTH & FITNESS INC™** and Client mutually agree to hold any and all Confidential Information exchanged between the parties as part of this Agreement in the strictest of confidence and to not disclose such information to any other person or entity. Information shared in Facebook groups, in email, on calls, in video conferences, or any other means shall be maintained as confidential. **CORE POWER HEALTH & FITNESS INC™** requires Client's explicit consent for processing or sharing of protected health information. **CORE POWER HEALTH & FITNESS INC™** will maintain the privacy and security of Client's protected health information if consent is obtained and health information is processed or collected in order to deliver consulting/coaching services.

The Recipient of Confidential Information shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner. The terms of this section shall survive the termination of the Agreement.

#### 7. RIGHTS TO WORK PRODUCT

Any expression or result of **CORE POWER HEALTH & FITNESS INC's** Services, or the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, and other technical information (collectively "WORK PRODUCT") created by **CORE POWER HEALTH & FITNESS INC™** in the course of performing the Services hereunder are the property of **CORE POWER HEALTH & FITNESS INC™** and are licensed to Client, without further license fees, provided, however, to the extent such Work Product provided to Client by **CORE POWER HEALTH & FITNESS INC™** contains Client's Confidential Information, Client shall retain title to such Confidential Information. Client shall have no right to sublicense, transfer, assign, convey or permit any third party to use or copy any Work Product.

## **8. TERMINATION OF PROFESSIONAL SERVICE**

Unless otherwise agreed to, either party may terminate this Agreement at any time by giving the other party written notice of termination. If this Agreement is terminated by the Client, Client shall pay **CORE POWER HEALTH & FITNESS INC™** for all work performed and for all expenses incurred prior to the effective date of termination. Due to the extensive time involvement and nature of the professional services in this Agreement, refunds will not be given.

## **9. POSTPONEMENT OF PROFESSIONAL SERVICE**

Postponement by either party requires written notice to the other party and the rescheduling of such service as soon as possible. All private coaching/consulting services have a specific expiration date stated at the time of payment and on Client's receipt. If postponement occurs frequently (as determined by either party), this Agreement may be cancelled per the terms in section 8 above.

## **10. INDEPENDENT CONTRACTOR STATUS**

**CORE POWER HEALTH & FITNESS INC™** performs this Agreement as an independent contractor, not as an employee of Client. Nothing in this Agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between Client and **CORE POWER HEALTH & FITNESS INC™**.

## **11. NO GUARANTEE OF RESULTS**

The Services provided under this Agreement are for educational and informational purposes only. Client accepts, agrees and understands that you are fully responsible for your progress and results from your participation and that we offer no representations, warranties or guarantees verbally or in writing regarding your results of any kind. You alone are responsible for your actions and results in life and business which are dependent on personal factors including, but not necessarily limited to, your skill, knowledge, ability, dedication, network and financial situation, to name just a few. You also understand that any testimonials or endorsements by our clients, customers or audience represented on our programs, websites, content, landing pages, sales pages or offerings have not been scientifically evaluated by us and the results experienced by individuals may vary significantly. Any statements outlined on our websites, programs, content and offerings are simply our opinion and thus are not guarantees or promises of actual performance. We offer no professional legal, medical, psychological or financial advice.

## **12. REPRESENTATIONS AND WARRANTIES**

Each party warrants that:

- (i) This Agreement has been duly and validly executed and delivered and constitutes a legal, valid, and binding obligation, enforceable against either party in accordance with its terms;
- (ii) They have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform their obligations under this Agreement, without the approval or consent of any other party; and
- (iii) They have sufficient right, title, and interest in and to the rights granted in this Agreement.

**CORE POWER HEALTH & FITNESS INC™** warrants that the Services will be performed in a professional manner in accordance with recognized industry standards. To the extent Services provided are advisory, no specific result is assured or guaranteed.

**CORE POWER HEALTH & FITNESS INC™** EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER **CORE POWER HEALTH & FITNESS INC™** EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

### **13. LIMITATION OF LIABILITY**

MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF SERVICES FEES PAID BY CLIENT FOR THE SERVICES FROM WHICH THE CLAIM AROSE. IN NO EVENT SHALL **CORE POWER HEALTH & FITNESS INC™** BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

### **14. INDEMNIFICATION**

You agree to indemnify and hold harmless **CORE POWER HEALTH & FITNESS INC™** and its employees, representatives, agents, and affiliates, against any and all claims, suits, actions, or other proceedings brought against them based on or arising from any claim resulting from your breach of this Agreement. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by us in connection with or arising from any such claim, suit, action, or proceeding.

You will immediately notify **CORE POWER HEALTH & FITNESS INC™** of any current, impending, or potential legal action against it by a third party for matters relating to email, email complaints, email deployment, and violations of CAN-SPAM.

**CORE POWER HEALTH & FITNESS INC™** reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the indemnifying party hereunder.

### **15. ASSIGNMENT**

Neither party may assign its rights or obligations under this Agreement to any party, except, that the assignment to a third party who obtains all or substantially all of the business or assets of a party shall be permitted subject to the reasonable consent of the other party (i.e. the non-assigning party).

## 16. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of the State of TEXAS without regard to the conflicts of laws and principles thereof. Jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, shall be only in a federal or state court having subject matter jurisdiction located in TRAVIS COUNTY, TEXAS.

## 17. DISPUTE RESOLUTION

Any cause of action brought by Client against **CORE POWER HEALTH & FITNESS INC™** must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees' (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of TEXAS and agrees that those courts have personal jurisdiction over each party; (iii) venue will be in TEXAS; and (iv) the parties will submit the dispute to mandatory mediation held in TEXAS or through an online mediation service agreed upon by all parties. If the parties cannot agree on a mediator, then any party may apply at any time to the presiding judge of the Superior Court for the appointment of a mediator, and the judge's selection is binding on all parties. The parties will share equally (50/50) in all costs of the mediation, including the mediator's fees, but each party is solely responsible for its own attorneys' and experts' fees. Every mediation will be completed within 4 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 4-month period, then the parties may continue seeking to resolve the dispute via any process, including litigation by trial.

In no event shall **CORE POWER HEALTH & FITNESS INC™** be liable for any consequential, punitive or multiple damages of any kind.

## 18. FORCE MAJEURE

Except for Client's obligation to pay **CORE POWER HEALTH & FITNESS INC™**, neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

## 19. GENERAL

(a) You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

(b) This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

(c) The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

