

SageTalk, LLC

Building Your Dynamic Future

610 S 44th St W, Ste 2302
Billings, Montana 59106
<https://kimfoard.com/>
406.855.8384

April 9, 2020

Coaching and Consulting Agreement

This agreement is a legal contract between SageTalk, LLC (“SAGETALK”), with its office located at 610 South 44th Street West, Ste 2302, Billings, MT 59106, and

Plumb Fullofit (“YOU” as an Individual)
666 Broad Is The Way
Brimfire, XX 12345

(collectively known as the “Parties”), on this day: April 9, 2020

WHEREAS, SAGETALK is engaged in the business of providing Business Coaching and Consulting Services; and

WHEREAS, YOU desire to engage SAGETALK to provide business services to YOU, including, *personalized* Business Coaching and Consulting Services;

NOW, THEREFORE, the Parties agree as follows:

SECTION 1: Objectives and Program Fees

1.1. *Objectives*: Under the terms of this Agreement, SAGETALK agrees to provide business services to YOU, including *personalized* Business Coaching and Consulting Services for six (6) months, in exchange for a Program Fee, as detailed at 1.3.

Services to be provided:

- Training in the use of QuickBooks Online – to capture all Business activities.
- Training in the use of QuickBooks Payroll – to properly process Pay Checks.
- Training in the use of the TSheets App – to manage Time, Projects, & Customers.
- Implementation of other Apps to facilitate remote work and Communication.
- Tax Planning to minimize Federal and Montana obligations.

1.1.2. *Term*: The Term of this Agreement will commence upon YOUR acceptance of this Agreement and payment of the applicable Program Fee.

1.1.3. *Termination*: SAGETALK may terminate this Agreement at any time in its discretion, upon notice to YOU. Paragraph 3.1. below shall survive termination of this Agreement, binding YOU to Confidentiality in perpetuity.

1.2. Program Fees: By accepting the terms of this Agreement, YOU agree and understand you are committing to pay SAGETALK a total of no more than \$200,000.

1.3.

a one-time *non-refundable* sum of \$500 + 1 payment of \$7,500 and monthly payments TBD ~ for Six Months of access to the SAGETALK Program. \$7,500 will be due within 3 days of your initial \$500 Commitment.

SECTION 2: No Warranties

2.1. Success not Guaranteed: By accepting the terms of this Agreement, YOU agree and understand that SAGETALK provides access to Business Coaching and Consulting, *only*, and guarantees no specific results. YOU take full responsibility for YOUR own success. Further, you acknowledge that everyone's success is different, and dependent on factors such as your own drive, dedication, and motivation. You are responsible for your own success and there is an inherent risk you may lose money, as with any business venture.

2.2. Limited Liability: In no event will SAGETALK be liable to YOU for any damages, including damages for loss of business profits or other pecuniary loss, whether under a theory of contract, warranty, tort (including negligence) products liability or otherwise, even if SAGETALK has been advised of the possibility of such damages. Limitations herein described shall be applied to the greatest extent enforceable under law.

2.3. Commitment to the Program: By accepting the terms of this Agreement, YOU commit and agree to faithfully execute all assignments in the Program to the best of your ability. You further agree to attend ALL scheduled Coaching Sessions included as part of the Program. You also acknowledge that creating results requires tremendous effort and you are prepared and committed to faithfully make that effort.

SECTION 3: Confidentiality

3.1. Confidentiality: Only authorized users, who have duly attained access to Programs offered by SAGETALK by personally agreeing to the terms of this Agreement are permitted use of, and participation in, such Programs. Except as expressly authorized by this Agreement, YOU shall not provide or make available any Documentation, or any login member Credentials to any third party, or use any Resources to teach any third party (other than Family), or otherwise disclose or discuss information revealed in any portion of the Program for any purpose other than exercising rights expressly granted to you by this Agreement.

3.2 Intellectual Property: YOU acknowledge that any Documentation, and other elements of the Program are the sole Intellectual Property of SAGETALK under United States copyright, trademark and other intellectual property laws and international treaties. YOU further acknowledge and agree that (as between YOU and SAGETALK) SAGETALK owns and shall continue to own all intellectual property rights.

SECTION 4: Miscellaneous

4.1. *Non-transferability*: The rights and obligations under this Agreement are personal to YOU. YOU may not assign or transfer any rights or obligations under this Agreement.

4.2. *Indemnification*: YOU will, at your own expense, defend, indemnify, and hold SAGETALK, its agents, and employees harmless from any and all claims, actions, liabilities, injuries, damages, losses, grants, costs, and expenses, including attorney fees, arising out of or in connection with any use of the Programs of this Agreement.

4.3. *Integration*: This Agreement, along with any additional terms or policies incorporated herein by reference, represents the entire Agreement between YOU and SAGETALK concerning the Program, and this Agreement supersedes and replaces any prior proposal, representation, or understanding YOU may have had with SAGETALK relating to the Program, whether oral or written.

4.4. *Amendment*: SAGETALK reserves the right to amend this Agreement from time to time — by communicating any Changes to you by Email — which you, then, have the right to Accept or Reject. Upon your Rejection, this original Agreement terminates.

4.5. *Governing law*: This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the United States of America and the State of Montana. The venue for any dispute shall be in the County of Yellowstone.

4.6. *Attorneys' Fees and Legal Expenses*: If any proceeding or action shall be brought to recover any amount under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court, and shall be made a part of any award or judgment rendered.

Acceptance

For this limited period, YOU have access to SAGETALK for discussion and evaluation of topics under consideration. In the event YOU feel that SAGETALK is not meeting the standards described herein or based on our mutual conversations and agreements, SAGETALK will refund your entire Program Fee upon such notification.

By making payment of the \$500 *Commitment Fee* referenced in Paragraph 1.3, YOU acknowledge an understanding and agreement to all these terms.

Each of the Invoices for the Program Fee will be due upon Receipt. Invoices will be transmitted electronically; QuickBooks Online Intuit Payments will provide the convenience for you to make a Digital Payment with Credit Card or ACH Bank Transfer.