

## **Nesting Your Business Client Services Agreement**

Congratulations! You're ready to take your business to the next level. Nesting Your Business exists to plan, strategize and execute those projects and systems that will help you attract more clients and grow your business. The scope of our working relationship and our commitments to one another will be guided by this agreement. If you have any questions or concerns at any time, please reach out to us so we can clarify and discuss, all with the goal of embarking on and maintaining a productive working relationship.

This Client Agreement (the "Agreement") is entered into as of today's date when payment was completed, between Written Return LLC (DBA "Nesting Your Business"), a Colorado Limited Liability Company (the "Company," "we" or "us"), with its principal place of business at 368 W Cherrywood Dr, Lafayette, CO 80026, and you the client whose name is entered in MemberVault (the "Client" or "you").

### **Values and Purpose:**

1. Nesting Your Business' Founder, Meghan Dicklin, is guided by the belief that we all have something to contribute that is needed by someone else; that approaching others from a place of trust opens us up to huge possibilities; that we are always learning; that money is available from many different sources; and that leveraging time produces an abundance of other resources. Meghan's mission is to bring entrepreneurs together to connect and collaborate in an efficient way to advance their individual and common goals. These values and beliefs guide her work and the work of Nesting Your Business.
2. In furtherance of these values and mission, Company and Client wish to work together on the Scope described in this Agreement.

The parties agree as follows:

1. **Scope of Work.** Company will perform the Scope of Work as outlined in MemberVault, which shall be attached to and made part of this agreement as Exhibit A, keeping to all schedules and deliverables described in that Exhibit, subject to Client's providing Company with all requested items, materials, and correspondence. The scope described in Exhibit A is part of this agreement and describes contractual obligations that the Company and Client mutually agree to. The Scope of Work shall be developed by Company in cooperation with the Client, and set forth a clear timeline and deliverables.

2. **Payment.** The Client agrees to pay 100% of invoice upon contract signature. Any changes that Client and Company mutually agree upon will be reflected in an Amended Scope of Work signed by both parties, with any changes to the total reflected in the agreed Scope.

3. **Term.** This Agreement shall be effective as of the date indicated on page 1 and shall continue in full force and effect until terminated as provided herein, or until six months from the date Company receives final payment from Client, whichever is earlier.

4. **Expectations for our Work Together.** A successful outcome will require effort on both of our parts. Nesting Your Business may require information, files and feedback from you in order to perform our Scope of Work, and by entering this Agreement, you agree to provide us with requested information in a timely manner. Where deliverables and due dates outlined in the

Scope of Work require the furnishing of materials and responses by you, the Client, you agree to supply these as requested, and to extend the time for performance in the event of your delay or lack of timely response. In the event of repeated or ongoing delays or issues in transmitting needed information, the parties agree to follow the processes outlines in paragraph 10 below, "Addressing Change & Resolving Conflict." All communication received by Nesting Your Business during standard business hours (9am to 5pm Mountain Time) will be addressed within 24 hours, or the next business day for communications received by Company on a Friday or on or just before a major holiday such as Christmas, Thanksgiving, New Year's Day, etc. Company will accommodate mutually agreed upon scheduled meetings outside of these time frames as necessary.

**5. Refund Policy.** Due to the digital nature of the programs and services there are no refunds provided.

**6. Status of Contractor.** This agreement calls for the performance of the services of Company as an independent contractor and nothing herein shall be construed to create an employer-employee relationship between Company and Client for any purpose. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party, or to constitute the parties as principal and agent, employer and employee, franchisor and franchisee, partners, joint venturers, co-owners, or otherwise as participants in a joint undertaking. Nothing in this agreement should be construed to grant either party an ownership interest in the business or any applicable business licenses of the other party. The Client will not be held responsible for providing any benefits, training, or paying any employment taxes for the work performed under this Agreement.

**7. Confidentiality.** Both parties agree to maintain indefinite confidentiality regarding non-public information they may share including but not limited to: passwords, financial data, client information, business or potential business operations and contract terms ("confidential information"). With Client's prior consent, Company reserves the right to share confidential information as needed to complete any and all projects with team members and sub-contractors. As used herein, "Confidential Information" means any technical or non-technical information or data in written, oral, electronic or other form relating to either party's business or potential business operations or with respect to either party's research and development activities (including but not limited to new products or services), not generally available to or known by the public, that is disclosed to either party, learned by either party in the course of the collaboration described in the Scope of Work, or developed or generated in whole or in part by Company pursuant to its work under this Agreement. Notwithstanding the foregoing, Confidential Information does not include information: (a) which at the time of disclosure is already in the public domain or which enters the public domain through no fault of either party; (b) which is approved for release by written authorization of either party; or (c) which is required or requested to be disclosed or made available to a third party pursuant to any applicable law, governmental regulation or decision of any court or tribunal of competent jurisdiction. In the event of any court or arbitration proceeding in which Confidential Information may be required to be disclosed, both parties shall take all reasonable precautions to narrow the scope of their disclosures and shall give the other party sufficient prior notice in order to take measures to protect the Confidential Information against disclosure.

**8. Mutual Indemnification.** Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's

representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request.

9. **Waiver.** The failure of either party to enforce any provision or condition contained herein at any time shall not be construed as a waiver of that condition or provision nor shall it operate as a forfeiture of any right or future enforcement of such condition or provision.

## 10. Addressing Change & Resolving Conflict.

(a) **Respectful and Honest Communication.** At any time during our collaboration, things may change, or one or both of us may have questions or concerns. We may need to clarify our expectations of each other, or modify the scope or schedule based on unforeseen changes, complications, or life events. Respectful and honest communication can help us resolve issues and get back on track. In the event either party suspects a breach of this agreement by the other, or wishes to revisit the terms or seek clarification insofar as the terms of this agreement may apply to specific facts and circumstances that may arise, we agree to check in with each other in good faith to discuss how to improve the relationship or resolve a problem that one or both believe is hampering our ability to work effectively together.

We agree to base our conversations on the mission, vision and values outlined in this agreement. The following questions can also be used to help figure out a way forward:

- Do we each feel we are getting what we anticipated? Is there something that is no longer working for one or both of us?
- What do we most appreciate about the work we have done together so far?
- Are there outside influences (or money) affecting how we are working together?
- What has worked really well so far? How can we expand on it?
- Is it time to redefine or redirect our work together?
- Is there something difficult we are avoiding saying or doing?
- What do we gain by continuing/ending this work together?

(b) **Terminating the Agreement.** If, after engaging in open dialogue, the parties are still in disagreement regarding any issue that either or both consider to be of critical importance to their working relationship or to the enforcement of the terms of this agreement, they may elect to terminate the agreement upon 30 days written notice by either party. Company is entitled to payment from Client for work performed before receiving the notice of termination, and for reasonable time spent to wind down any projects after receipt of the notice. Upon termination and full payment, Company will provide the Client with all completed materials.

(c) **Mediation.** Before resorting to termination the parties will consider engaging the services of a neutral mediator to help them evaluate options for reaching agreement. If after terminating, the parties disagree over the fees owed to Company for work performed to date, they agree that they will engage in mediation in a good faith effort to

reach agreement. They further agree that mediation be a prerequisite to the filing of any arbitration proceeding, and that if they engage in mediation, they will share the cost equally.

(d) Arbitration. If the parties cannot reach a mutually acceptable agreement in mediation, their dispute shall be resolved by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (AAA), before one Arbitrator, who need not be chosen from the roster of the AAA. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party and the parties will divide the costs of arbitration equally between them. The arbitration shall be conducted in Boulder, Colorado, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Colorado law. Notwithstanding the foregoing, either Party may seek any interim or preliminary injunctive relief in the Federal District Court of Colorado or the 20<sup>th</sup> Judicial District Court, as necessary to protect the party's rights or property pending the completion of arbitration. In the event of any action or proceeding (excepting mediation) brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and costs incurred in connection with the action or proceeding. The parties understand that by agreeing to arbitration, they are giving up their right to litigate in a court of law, and to a jury trial in the event their dispute would otherwise warrant a jury trial.

**11. Limitation of Liability.** EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY AGREED TO IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS, OR FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO DAMAGES: (I) ARISING OUT OF INDEMNIFICATION CLAIMS UNDER THIS AGREEMENT; (II) RESULTING FROM THE GROSS NEGLIGENCE OR THE WILLFUL OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS PERSONNEL; OR (III) STEMMING FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY A PARTY OR ITS PERSONNEL. The provisions of this Section shall survive the termination of this Agreement.

**12. Intellectual Property.** Company's products, programs, methods and services, such as its standard processes and workflows that it uses with multiple clients, as well as its logos and other branding and marks (collectively "Company's intellectual property") are protected by copyright, trademark and/or other intellectual property laws. This Agreement grants you a limited license in that you may utilize, download or copy Company's intellectual property only for your personal use as a resource in helping you improve and refine your business processes. You may not use, copy, adapt or represent any of our intellectual property in any way as if it is yours or created by you. You will not engage in improper and/or unauthorized use of our intellectual property. Such improper and unauthorized use includes but is not limited to modifying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing Company's intellectual property in any manner. The Scope of Work made part of this Agreement may include the creation by Company of custom content for your use, including but not limited to design, copy writing and layouts. All

preparation materials, drafts, mockups and, visuals including the electronic files used to create the project remain the property of Company. All proprietary rights in the final content and related digital files will be assigned by Company to Client only upon final payment for the project. If final payment is not received as agreed Company retains all proprietary rights in all designs and content prepared under the Scope of Work. If there are issues with final payment Company reserves the right to reuse or amend any of the content and related designs and concepts for other clients or to be used freely in Company's portfolio as examples of previous work.

13.

**Miscellaneous.**

(a) This Agreement, together with its Scope of Work, constitutes and contains the entire agreement between the and supersedes any prior or contemporaneous oral or written agreements. The terms of this Agreement shall control over any conflicting terms in any referenced document.

(b) This Agreement may not be modified or amended, except by an instrument in writing signed by duly authorized officers of both of the parties.

(c) This Agreement may be signed in counterparts.

(d). This Agreement is governed in all respects by the laws of the State of Colorado.

(e) In the event of death of a signatory to this agreement or upon the physical or mental disability of a signatory such that performance of the obligations hereunder cannot be fulfilled, this Agreement shall terminate.

(f) The provisions of this Agreement relating to payment of fees for services performed, limitation of liability, indemnification, confidentiality and addressing change & resolving conflict shall survive any termination or expiration of this Agreement.

(g) The language in this Agreement shall be construed as to its fair meaning and not strictly for or against either party.

(h) All notices, requests, claims, demands and other communications between the parties shall be in writing. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile or (v) by electronic mail to the address of the party specified in this Agreement, or such other address as either party may specify in writing. All notices shall be effective upon receipt by the party to which notice is given, or on the (5th) day following mailing, whichever occurs first.

(i) Neither party shall have the right to assign or subcontract any of its obligations or duties under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

(j) Any specific right or remedy provided in this contract will not be exclusive but will be cumulative of all other rights and remedies.

(k) If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Nesting Your Business LLC

\_\_\_\_\_ Meghan Dicklin, Member

Client

\_\_\_\_\_ for \_\_\_\_\_, LLC