

# Services Agreement

This Services Agreement (this “**Agreement**”), dated as of [DATE] (the “**Effective Date**”), is entered into by and between [SERVICE PROVIDER NAME], a [STATE OF ORGANIZATION] [TYPE OF ENTITY], with offices located at [ADDRESS] (“**Service Provider**”), and Calm Nest LLC, a California limited liability company, with offices located at 15332 Antioch St, suite 487 Pacific Palisades, CA 90272 (“**Operator**”).

1. Services. Service Provider shall provide the services (the “**Services**”) set out in Exhibit A to clients (each, a “**Client**”, and collectively, “**Clients**”) on Operator’s website, web app, smartphone app or other platform owned, operated or managed by the Operator or its affiliates (collectively, the “**Platform**”). Service Provider shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using personnel of required skill, experience, licenses and qualifications as may be required by industry standard or practice or any applicable law or regulation; (c) in a timely, workmanlike and professional manner; (d) in accordance with the highest professional standards in Service Provider’s field; and (e) to the satisfaction of Operator. Service Provider shall comply with all Operator’s rules, regulations, and policies when providing the Services (including, without limitation, the terms of service, terms of use and other policies (collectively, the “**Policies**”) of the Platform, each as may be amended or otherwise modified). Nothing in this Agreement shall be construed to prevent Operator or any Client from itself performing or from receiving services from any other providers that are similar or identical or in any way competitive with the Services. Service Provider shall not subcontract or delegate the Services at any time or in any manner without the written consent of Operator to be provided in its sole discretion.

2. Fees and Expenses. For the Services to be performed hereunder, Operator shall pay to Service Provider a percentage fee as set forth in **Schedule I** (such amount, the “**Fee**”) within nine (9) business days after the end of any session with a Client is arranged through the Platform or is in any way facilitated by the Platform; *provided* that Service Provider completed the Services to Operator’s satisfaction and remains in compliance in all respects with all applicable Policies (as set out in Section 1). The Fee is inclusive of the cost of all materials used for the provision of the Services. For the avoidance of doubt, Operator shall not reimburse Service Provider any expenses that the Service Provider incurs in the provision of its Services or otherwise incurs.

3. Intellectual Property.

3.1 All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all documents, work product and other materials that are delivered to Operator under this Agreement, prepared by or on behalf of Service Provider in the course of performing the Services or are otherwise posted on any component of the Platform (collectively, the “**Deliverables**”) shall be owned exclusively by Operator. Service Provider agrees, and shall cause its employees (collectively, “**Service Provider Personnel**”) to agree, that with respect

to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Operator. To the extent that any of the Deliverables do not constitute a “work made for hire,” Service Provider hereby irrevocably assigns, and shall cause the Service Provider Personnel to irrevocably assign to Operator, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Service Provider shall cause Service Provider Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Service Provider Personnel may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of *droit moral* with respect to the Deliverables.

3.2 The Service Provider agrees that the Operator shall have access to the information (the “**Information**”) as set forth in Exhibit C. The Operator shall be the sole and exclusive owner of the Information and the Operator shall have a non-transferable, royalty-free license to use the Information in its operations as the Operator deems appropriate, in its sole discretion. Upon any termination of this Agreement, the Operator shall terminate its access to the Service Provider’s Information within three (3) business days of such termination; *provided* that the Operator shall retain any information that the Operator may be required to provide to the Service Provider, any government authority or any self-regulatory organization, including, without limitation, any information to be delivered by the Operator pursuant to the federal Fair Credit Reporting Act and the California Civil Code section 1786.22, and the Operator may otherwise retain information in accordance with the standard recordkeeping practices of the industry.

4. Confidentiality. All non-public, confidential or proprietary information of Operator (“**Confidential Information**”), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, Operator’s lists, pricing, discounts, or rebates, its operation of the Platform, its methods of identifying prospective Clients, its methods of identifying prospective Service Providers, the methods for ensuring satisfactory delivery of Services disclosed by Operator to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Service Provider in providing services, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for Service Provider's use in performing this Agreement and may not be disclosed or copied unless authorized by Operator in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Service Provider's breach of this Agreement or any other confidentiality obligation; (b) is obtained by Service Provider on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; or (c) Service Provider establishes by documentary evidence, was in Service Provider's possession prior to Operator's disclosure hereunder. Upon Operator's request, Service Provider shall promptly return all documents and other materials received from Operator. Operator shall be entitled to injunctive relief for any violation of this Section.

5. Term. This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of one (1) year, unless sooner terminated by the Operator with five (5) business days’ written notice or the Service Provider with twenty (20) business days’ written

notice (provided, that such time may be extended to provided Services to any Client which has already been agreed) (the “**Term**”). Furthermore, the Term shall be automatically renewed each year if neither party provides notice of its intention to terminate the contract before the applicable renewal date.

6. Termination. Either party may immediately terminate this Agreement, effective upon written notice to the other party (the “**Defaulting Party**”), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within three (3) business days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within three (3) business days or is not dismissed or vacated within three (3) business days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

7. Effect of Expiration or Termination. Upon expiration or termination of this Agreement for any reason, Service Provider shall promptly: (a) deliver to Operator all documents, work product and other materials, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services; (b) return to Operator all Operator-owned property, equipment or materials in its possession or control; (c) remove any Service Provider-owned property, equipment or materials located at Operator’s locations; (d) deliver to Operator, all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on Operator’s Confidential Information; (e) provide reasonable cooperation and assistance to Operator in transitioning the Services to an alternate service provider; (f) on a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided; (g) permanently erase all of Operator’s Confidential Information from its computer systems; and (h) certify in writing to Operator that it has complied with the requirements of this Section 7.

8. Independent Contractor. It is understood and acknowledged that in providing the Services, Service Provider acts in the capacity of an independent contractor and not as an employee or agent of the Operator. Service Provider shall control the conditions, time, details and means by which Service Provider performs the Services. Operator shall have the right to inspect the work of Service Provider as it progresses solely for the purpose of determining whether the work is completed according to this Agreement. Service Provider has no authority to commit, act for or on behalf of Operator, or to bind Operator to any obligation or liability. Service Provider shall not be eligible for and shall not receive any employee benefits from Operator and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums and all similar taxes and fees relating to the fees earned by Service Provider hereunder.

9. Indemnification. Service Provider shall indemnify, defend and hold harmless Operator and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of

whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party in any judgment (collectively, "**Losses**"), relating to any claim of a third party or Operator arising out of or occurring in connection with Service Provider's poor performance, inappropriate conduct, faulty or lapsed licensure, negligence, willful misconduct or breach of this Agreement. Such Losses, for the avoidance of doubt, shall include any and all claims by any Client or any group of Clients against Operator (or any of its affiliates) or the Platform. Service Provider shall not enter into any settlement without Operator's or Indemnified Party's prior written consent, to be provided in such party's sole discretion.

10. Compliance with Law. Service Provider is in compliance with and shall comply with all applicable laws, regulations and ordinances. Service Provider has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

11. Insurance. During the Term and for a period of one (1) year after expiration or termination of this Agreement for any reason, Service Provider shall, at its own expense, maintain and carry insurance policies in full force and effect with financially sound and reputable insurers, that are standard and proper for professionals providing any of the Services; *provided* that the Service Provider shall carry a liability policy with limits no less than \$250,000 per occurrence and \$500,000 in the aggregate, including bodily injury and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement; *provided further* that the Service Provider shall not perform any services or other activities which is not covered by an insurance policy consistent with professional standards for such services. Upon Operator's request, Service Provider shall provide Operator with a certificate of insurance from Service Provider's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Operator as an additional insured. Service Provider shall provide Operator with ten (10) business days' advance written notice in the event of a cancellation or material change in Service Provider's insurance policy. Except where prohibited by law, Service Provider shall require its insurer to waive all rights of subrogation against Operator's insurers and Operator or the Indemnified Parties.

12. General. All amounts paid hereunder shall be in U.S. dollars. Each of the parties hereto shall use best efforts to, from time to time at the request, furnish the other party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be necessary, appropriate or desirable to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby. Each party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other party at the addresses set forth above (or to such other address that the receiving party may designate from time to time in accordance with this section). This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims are governed by, and construed in accordance with, the laws of New York, (including its statutes of limitations, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Either party shall institute any legal suit, action, or proceeding arising out of or relating to this Agreement in

the federal or state courts in each case located in Los Angeles, California. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; AND (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; (C) WAIVES ANY RIGHT TO TRIAL BY JURY; AND (D) WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT, OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY LAW. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality or unenforceability of any provision herein does not affect any other provision herein or the validity, legality or enforceability of such provision in any other jurisdiction. The parties may not amend this Agreement except by written instrument signed by the parties. No waiver of any right, remedy, power or privilege under this Agreement (“**Right(s)**”) is effective unless contained in a writing signed by the party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. Operator may directly or indirectly assign, transfer or delegate any of or all of its Rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving entity), operation of law or any other manner whatsoever, without the prior consent of Service Provider; as the Services are personal services of Service Provider, it may not assign, transfer or delegate, directly or indirectly, any or all of its Rights or obligations under this Agreement, without the prior written consent of Operator, in its sole discretion. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Except for the parties, their successors and permitted assigns, there are no third party beneficiaries under this Agreement. Sections 3, 4, 7, 9, 11 and 12 of this Agreement, as well as any other provision of this Agreement that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination for the period specified therein, or if nothing is specified for a period of twelve (12) months after such expiration or termination. This Agreement may be executed in counterparts.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

CALM NEST LLC

By \_\_\_\_\_

Name:

Title:

[SERVICE PROVIDER NAME]

By \_\_\_\_\_

Name:

Title:

## SCHEDULE I

### FEE PERCENTAGES AND TIMING OF PAYMENT

#### Onboarding Fee

Service Provider shall be charged an onboarding fee of sixty dollars (\$60.00) as a condition precedent to (i) the background check through Checkr, Inc. or Info Cubic and (ii) Operator's review the professional references of Service Provider.

#### Monthly Membership Fee

Service Provider shall be charged a monthly membership fee of twenty-nine dollars and ninety-nine cents (\$29.99) on a monthly basis if Service Provider chooses to join the Platform once Service Provider has cleared each step of the onboarding process as set forth in Exhibit B.

#### Fee Percentage

The percentage determining the fee shall be set based on the number of appointments or sessions (collectively, the "**Sessions**", and each a "**Session**") with the Service Provider performs in any Week on the Platform as set forth below:

- Five (5) or fewer Sessions in any week — eighty-two percent (82%) of the Client Payments (as defined below) from such Sessions performed during such week;
- Six (6) to ten (10) Sessions in any week — eighty-five percent (85%) of the Client Payments from such Sessions performed during such week; and
- Eleven (11) or more Sessions in any week – eighty-eight percent (88%) of the Client Payments from such Sessions performed during such week;

*provided* that the default percentage of Client Payments received by the Service Provider shall be eighty-two percent (82%) unless adjusted, pursuant to the above based on the number of sessions performed by the Service Provider in any Week.

"**Client Payment**" means the amounts paid by any Client net of any payment processing fees, clearing fees or any other fees charged by third parties related to such payment.

"**Week**" shall mean the seven (7) calendar day period beginning on each Sunday and ending on the following Saturday.

#### Payment Timing

All payments of Fees shall be made via Stripe's payment platform within nine (9) business days of the completion of a Week of Sessions.

## Exhibit A

### DESCRIPTION OF SERVICES

Service Provider shall provide the following services in each Session:

1. Engaging in a consultation with the Client to determine the therapeutic modality suited to the clients' needs during the Session;
2. Using a dowsing pendulum or other instruments to determine the proper location of the crystals or the utilization of therapeutic modalities during the Session;\*
3. Placing of crystals or applying other therapeutic modalities during the Session based on the client's needs;\*
4. Confirming of the Client's comfort and well-being at all times during the Session;
5. Upon the completion of the therapeutic modality, confirming that the Client has had the desired therapeutic effect and identifying modalities for future Sessions;
6. Following up with the Client as needed to ensure that the Client benefitted from the treatment and would like to schedule future Sessions; and
7. Determining any issues or problems that arose during the Session and emailing a report of such issues to Operator (as well as performing any follow up activities as reasonably requested by the Operator).

\*If the Session is performed remotely, the Service Provider may use different therapeutic modalities or adjust the application of therapeutic modalities to accommodate the remote Session; *provided* that all steps as required herein (including, without limitation, confirming the Client's comfort and well-being) are performed with the same degree of care as an in-person Session and in no event less than a reasonable degree of care of a wellness professional.

## EXHIBIT B

### ONBOARDING PROCESS

1. Complete an application for a background check through Checkr, Inc.\* (at Service Provider's sole cost and expense);
2. Provide at least three (3) professional references (Operator may request additional professional references in its reasonable discretion);
3. Create an account on Stripe's payment platform;
4. Connect to the Operator's Google Workspace so that the Service Provider provides the Operator with the access to the Information as listed in Exhibit C.
5. Complete the service provider profile (which shall include all of the following);
  - a. Name,
  - b. Address,
  - c. DOB,
  - d. Phone number,
  - e. Professional email,
  - f. Years in practice,
  - g. Modalities practiced (with session time options and fees to Client for each modality),
  - h. Option to teacher workshop (shall be contacted by Operator for approval and scheduling),
  - i. Upload certifications\*\*,
  - j. Enter name and number,
  - k. Enter email of two (2) professional referrals\*\*,
  - l. Upload of personal disclaimer,
  - m. account information for Stripe's payment platform,
  - n. Photo (subject to Platform's requirements) and
  - o. Profile
6. Create availability schedule on Platform.

Optional: create video answering questions regarding Service Provider's approach and sessions. This video will be used for the advertising, public relations or other marketing purposes by Operator.

**\*THE BACKGROUND APPLICATION MUST BE COMPLETED AND SUCH APPLICATION MUST BE CLEARED THROUGH CHECKR, INC. BEFORE SERVICE PROVIDER MAY OBTAIN ACCESS TO ITS SERVICE PROVIDER PROFILE ON THE OPERATOR'S PLATFORM.**

**\*\*Certifications and referrals must be cleared before approval to use Platform.**

## EXHIBIT C

### ACCESS TO SERVICER PROVIDER'S INFORMATION

Until the Service Provider completes the onboarding process by completing each step listed in Exhibit B, the Operator shall be entitled to receive the following information through its Google Workspace (irrespective of whether such information is saved on the Service Provider's Google Workspace, Microsoft Office 365 suite or any other substantially similar programs):

1. Access to the Service Provider's calendar;
2. Access to the Service Provider's emails;
3. Access to the Service Provider's documents, power point presentations, spreadsheets or other materials; and
4. Any other information reasonably requested by the Operator (such requested information to be provided within three (3) business days).

After the Service Provider has completed the entire Onboarding Process in full, the Operator shall be entitled to receive the following information through its Google Workspace (irrespective of whether such information is saved on the Service Provider's Google Workspace, Microsoft Office 365 suite or any other substantially similar programs):

1. Access to the Service Provider's calendar (through two-factor authorization) and
2. Any other information reasonably requested by the Operator (such requested information to be provided within three (3) business days).

The Operator will terminate its access to the information of the Service Provider within three (3) business days of the termination of this Agreement; *provided* that the Operator will retain any information that the Operator may be required to provide to the Service Provider, any government authority or any self-regulatory organization, including, without limitation, any information to be delivered by the Operator pursuant to the federal Fair Credit Reporting Act and the California Civil Code section 1786.22, and the Operator may otherwise retain information in accordance with the standard recordkeeping practices of the industry.