



## Find Your Match Program SERVICES AGREEMENT

This Agreement (“Agreement”) is a legal contract between 11777220 Canada Inc., legal corporation duly constituted under the Canada Business Corporations Act, located at 8784 HWY 15, Carleton Place, Ontario, K7C 4M1, Canada represented by Karine Charbonneau Brighten, president, duly authorized. (“ 11777220 Canada Inc.”), and

NAME: \_\_\_\_\_

AT ADDRESS: \_\_\_\_\_

(collectively the “Parties”).

WHEREAS, 11777220 Canada Inc. is engaged in this business of coaching and matchmaking services; and

WHEREAS, you desire to engage 11777220 Canada Inc. to provide coaching services to you in the form of Webinars, Audio and/or Visual Presentations, and periodic personal coaching and evaluation;

NOW, THEREFORE, the Parties agree as follows:

### **SECTION 1: Membership and Program Fees**

**1.1. Programs:** Under the terms of this Agreement, 11777220 Canada Inc. agrees to provide coaching services to you in the form of Webinars, Audio and/or Visual Presentations, and periodic personal coaching and evaluation (“Program(s)”) in exchange for a Program Fee. Program Fees will be determined according to the paragraph below. Your access to such Programs is made conditional on payment of such Program Fee.

**1.1.2. Term:** The Term of this Agreement will commence upon your acceptance of this Agreement and payment of the applicable Program Fee. you agree and understand that upon commencement of the Term of this Agreement and payment completion, you will become enrolled in the Find Your Match Program provided by 11777220 Canada Inc. You will only have access to 11777220 Canada Inc.’s Find Your Match Program for a 30 day period from the acceptance of this Agreement. 11777220 Canada Inc. is not responsible or liable for any access after the 30 day period from the acceptance of this Agreement.

**1.1.3. Termination:** 11777220 Canada Inc. may terminate this Agreement at any time in its discretion upon notice to you. Paragraph 3.2. 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 that you are committing to pay 11777220 Canada Inc. \$997 (USD) for 30 days of access to and use of 11777220 Canada Inc.'s Find Veg Love Program which includes:

- 1 Session with Vegan Cupid
- Selection of 4 people from the FVL FB Group (must choose within 30 day period)
- 1 Client Spotlight in my newsletter
- 1 Client Spotlight in my FVL FB Group
- 1 Feature in Clubhouse
- Featured on IG and Facebook (2 posts & 2 stories)
- Option to post your bio / profile in my [Find Veg Love facebook group](#) once

**1.3. Promotional Material:** By accepting the terms of this Agreement and affirmatively seeking the benefits of membership in the Program(s) offered by 11777220 Canada Inc., you affirmatively agree and acknowledge that 11777220 Canada Inc. may at any time reproduce and/or disseminate any testimonial(s) describing or otherwise referencing, either directly or indirectly, your experience participating in such Program(s), including any specific results experienced by you over the course of such participation. You agree and acknowledge that this includes any written statements you may publish to social media accounts and online forums as well as any statements and/or images captured or otherwise recorded over the course of attendance at any event(s) related to such Program(s). You further represent that any such statements or testimonials that you make shall be correct, accurate, and truthful.

**1.4. No Refunds:** 11777220 Canada Inc. abides by a strict, no refund policy. By accepting the terms of this Agreement, you agree and understand that you are foregoing the right to claim any refund of fees paid for access and use of the Program(s) offered by 11777220 Canada Inc., including any deposit. You agree that no refund or reimbursement will be given to you in the event of early termination of this Agreement, for whatever cause. You further acknowledge that in accepting the terms of this Agreement and affirmatively seeking the benefits of and membership in such Program(s), you are taking full responsibility for your OWN success. Thus, you agree that you will not request a refund. You agree that any deposit given to 11777220 Canada Inc. in relation to the Program is not refundable.

## **SECTION 2: NO WARRANTIES**

**2.1. Success not Guaranteed:** By accepting the terms of this Agreement, you agree and understand that 11777220 Canada Inc. provides Program(s) related to coaching 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. Any examples of success stories or testimonials are not meant as a promise or guarantee of your own earnings or success. I do not guarantee results, you are responsible for your own success.

## **2.2. Limited Liability:**

(a) Notwithstanding anything to the contrary herein, in no event shall Find Veg Love be responsible for any loss or damage to any person or property caused by the client or the client's potential matches. The client agrees to defend, hold harmless and indemnify Find Veg Love, Karine Brighten, and any employees, from and against any and all claims, liability and expenses, including court cost and attorney fees arising from any negligence or willful misconduct or breach of this agreement on the part of the client, or the client's potential matches.

(b) Notwithstanding anything to the contrary herein, in no event shall the client be responsible for any loss or damage to any person or property caused by Find Veg Love or its employees.

(c) You acknowledge that Find Veg Love does not do any police background check on potential matches and you assume all responsibility and risk relating to meeting potential matches, both during our events and subsequently. We do not guarantee or verify that potential matches provide you with full or truthful information. You agree that we hold no responsibility for any interaction with potential matches that may arise from your participation in our events and/or any match that may result.

(d) You agree to respect the decision of any event potential match who, at any time, decides not to communicate or interact with you. You agree not to pursue any communication, interaction, or other action (including but not limited to any form of retribution or disclosure to third parties) with respect to any such potential match, regardless of whether such potential match previously expressed interest and regardless of what personal information such potential match agreed to provide you.

(e) Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with Find Veg Love. As such, the Client agrees that Find Veg Love is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by Find Veg Love. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

(f) Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and

recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.

(g) Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and Find Veg Love.

(h) The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program

### **SECTION 3: Confidentiality**

**3.1 This coaching relationship**, as well as all information (documented or verbal) that the Client shares with Find Veg Love is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. Find Veg Love agrees not to disclose any information pertaining to the Client without the Client's written consent. Find Veg Love will not disclose the Client's name as a reference without the Client's consent. Confidential Information does not include information that: (a) was in the Find Veg Love possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Find Veg Love from a third party, without breach of any obligation to the Client; (d) is independently developed by Find Veg Love without use of or reference to the Client's confidential information; or (e) Find Veg Love is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to Find Veg Love and as a result of such disclosure Find Veg Love reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with Find Veg Love in a timely manner.

**3.2. Confidentiality:** Only authorized users, who have duly attained access to any Programs offered by 11777220 Canada Inc. by personally agreeing to the terms of this Agreement are permitted use and participate with such Programs. Except as expressly authorized by this Agreement, you shall not provide or make available any Documentation, Video, Audio, or any login member credentials to any third party, or use the Documentation, Video, Audio, or any login member credentials to teach any third party, or otherwise disclose or discuss information

revealed in any portion of the Program(s) for any purpose other than exercising rights expressly granted to you by this Agreement.

**3.3 Intellectual Property:** You acknowledge that any Audio and/or Visual Presentations, Documentation, and other elements of the Webinar System are the sole Intellectual Property of 11777220 Canada Inc. under Canadian copyright, trademark and other intellectual property laws and international treaties. you further acknowledge and agree that, as between you and 11777220 Canada Inc., 11777220 Canada Inc. and its third party licensors own and shall continue to own all right, title, and interest in and to the Audio and/ or Visual Presentations, Documentation, and other elements of the Webinar System, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. Except for the limited, revocable license expressly granted to you herein, this Agreement does not grant you any ownership or other right or interest in or to the Audio and/or Visual Presentations, Documentation, and other elements of the Webinar System, or any other intellectual property rights of 11777220 Canada Inc., whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that 11777220 Canada Inc. uses in connection with services rendered by 11777220 Canada Inc. are marks owned by 11777220 Canada Inc.. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

#### **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 11777220 Canada Inc., 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 Program(s) 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 11777220 Canada Inc. concerning the Program, and this Agreement supersedes and replaces any prior proposal, representation, or understanding you may have had with 11777220 Canada Inc. relating to the Program, whether oral or written.

**4.4. Amendment:** 11777220 Canada Inc. reserves the right, in its sole discretion, to amend this Agreement from time to time by posting an updated version of the Agreement at [www.findveglove.com](http://www.findveglove.com).

**4.5. Governing law:** This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable thereto. The parties irrevocably submit to the exclusive jurisdiction of

the Ontario courts, judicial district of Ottawa, with respect to any matter which may arise under or in connection with this Agreement.

**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.

**4.7 Acknowledgement: you hereby agree and acknowledge:**

a) that all restrictions and obligations set forth herein are reasonable;

b) that 11777220 Canada Inc. may, in its sole discretion and without prior notice, temporarily or definitively suspend, if there is deemed to be inappropriate comments, behavior, conduct, or any kind of confidentiality breach, the provision of or access to information, including the user code or codes and password or passwords which allow you to access the information and/or the system database.

**4.8 Other agreements:** This Agreement shall not be construed as requiring nor does it require you or 11777220 Canada Inc. to enter into other agreements as between themselves or creating obligations other than those set forth herein.

**4.9 Notices:** All notices under this Agreement shall be in writing and sent or delivered to the parties at their electronic addresses appearing on the Agreement or application.

**4.10 Application:** The fact that a provision of this Agreement or its application to a person or to any circumstances is in any way held to be invalid or unenforceable shall have no effect on the remaining provisions of this Agreement or on the application of such provision to persons or circumstances other than those with respect to which it was held to be invalid or unenforceable. Each provision of this Agreement is valid and may be fully enforced under the law, independently of any other provision of this Agreement, as each provision is hereby declared to be severable from all other provisions.

**4.11 Enforceability:** The omission by a party to enforce any provision of this Agreement or to exercise its rights hereunder shall not be construed as constituting a waiver of such provision or such rights, nor shall it in any way impair the validity of this Agreement nor deprive such party of the right subsequently to require absolute respect of its rights or compliance with such provision or any other provision of this Agreement. The fact that a party exercises rights shall not preclude or deprive such party from exercising any other rights conferred upon it hereunder or otherwise, whatever legal action or proceedings it may previously have brought. No waiver by a party of

the performance of any of the provisions hereof shall be applicable unless such waiver is recorded in writing and signed by a duly authorized representative of such party.

**4.12 Binding Agreement:** you hereby acknowledge that this Agreement constitutes a valid obligation which is legally binding upon you and that such Agreement was signed by you or your authorized representative or representatives.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ALL OF THE AFOREMENTIONED TERMS, INCLUDING THOSE RELATED TO PROGRAM FEES, AUTOMATIC MONTHLY BILLING, STRICT NO REFUND POLICY, AND CONFIDENTIALITY.

All notices required to be given under this agreement shall be deemed given when delivered by email, by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if a facsimile telephone number is shown below. The parties may change their addresses at any time by written notice in the same manner as for any other notice.

If to 11777220 Canada Inc.:  
Name: Karine Charbonneau Brighten  
Address: 8784 HWY 15, Carleton Place, Ontario, K7C 4M1  
Email Address: Karine@FindVegLove.com  
Telephone: 343.998.8786

**SIGNATURES**

Party providing services:

11777220 Canada Inc.

By:

Date:

*Karine Charbonneau Brighten* (electronically signed)

**Accepted:**

**Party receiving services:**

**Full name:**

**Mailing Address:**

**Signature:** \_\_\_\_\_

**Date:**