

CLIENT SERVICES AGREEMENT

This **CLIENT SERVICES AGREEMENT** (“Agreement”) is entered into and becomes effective on this 12/22 2022 (Effective Date) between **Closers.io LLC** (“Company”) a Delaware limited liability company, with principal offices located in Arizona, and the undersigned client (“Client”). Company and Client, collectively, are sometimes herein referred to jointly as “Parties”, and individually, as “Party”.

RECITATIONS

WHEREAS, Cole Gordon (“Gordon”) is the owner of Company and has extensive expertise, education, skill, training, business connections, and experience in sales training, sales team building and sales recruitment for coaches, consultants, agencies to businesses (collectively, the Services”);

WHEREAS, Gordon and/or the Company has created and owns the rights to certain intellectual property, including without limitation, trade secrets and proprietary systems, methods, techniques, classes, tutorials, instruction, courses and materials for marketing, consulting, business coaching, sales development, and materials for the Services (collectively, the “Proprietary Information”);

WHEREAS, Company offers the Services and marketing, image, consulting, coaching, and sales development of various businesses in several industries, which include utilizing the Proprietary Information.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth here, the parties agree as follows:

Company has agreed to provide such Services as contemplated in this Agreement, Client has agreed to compensate Company for such Services, and the Parties have agreed to do so in accordance with the terms and conditions in this Agreement.

ARTICLE 1

DEFINITIONS AND CONSTRUCTIONS

1. **Business.** For purposes of this Agreement, “Business” means providing sales training, sales team building and sales recruitment for coaches, consultants, agencies to businesses or business professionals online or in person, that are provided under this Agreement and are not otherwise publicly available or known by Client prior to the date of this Agreement.
1. **Commencement.** Company shall commence Services on the Effective Date of this Agreement. Client’s obligations set forth in the Agreement shall commence on the Effective Date of this Agreement.
1. **Termination.** All sales are final. The client is expected to participate and follow the instructions and guidance given by the account manager. For services such as consulting and done for you services, refunds are not offered and are at the discretion of Company
1. **Disclosure.** Client understand that he/she/it needs to have access to the Internet and an email address to receive my assignments. Client also understand that his/her/its personal success from this program will be a result of his/her/its own efforts. Client further acknowledge that individual results vary based on backgrounds, education, and experience. Client has based his/her/its decision to purchase on my own desire and not on any express or implied earnings claims.
1. **Confidential Information.** For purposes of this Agreement, “Confidential Information” means information possessed by Company relating to the Business, and its business activities which is used or is useful in the conduct of Company’s business, or which confers or tends to confer a competitive advantage over one who does not possess the information. Confidential Information includes copyrights, trade secrets, know-how, information about existing, new or envisioned products, services and processes and their development and performance, any techniques, methodologies, pricing, technical information, computer software, business and financial information, unpublished lists of names, information, documents, and videos provided or shared by Company to Client. Confidential Information also includes information received by Client or Company from others which Company has an obligation to treat as confidential or from other clients of Company. All information which becomes known to Client during the term of the Services rendered under the Agreement, which Client would reasonably believe is Confidential Information or which Company takes measures to protect, shall be regarded as Confidential Information.

ARTICLE 2 SCOPE OF SERVICES

1. **Deliverables.** As a part of the Agreement, Client will have access to the following information, products, and services.

1. Coaching and consulting around building sales systems, sales training, sales team building and sales recruitment during the duration of the contract:

- 6 weekly coaching calls for business owners / leaders
- Daily support via Slack with an account manager Monday - Fridays
- 1-1s as needed (2-3/mo avg)
- Skool group community
- Lifetime access to STA modules via Skool

2. Team support in 7FSA

- Access to support during the duration of the contract
- 8 weekly group calls in 7FSA Skool Group for sales reps
- Call reviews (8 opportunities per week)
- Skool group community
- Access to 7FSA modules via Skool for the duration of the agreement

3. Recruiting services (if purchased separate)

1. **Relationship.** This Agreement does not create an employment, partnership, or joint venture relationship between Client, Company, or Gordon. Client shall not be considered an employee(s) of Company for any purpose whatsoever. Client shall not represent himself/herself/itself as an agent or legal representative of Company or as joint venturers for any purpose whatsoever, and Client shall not have any right to create or assume any obligations of any kind, express or implied, for or on behalf of Company in any way whatsoever.

ARTICLE 3

PAYMENT

1. **Payments.** Client agrees to pay Company for Services as agreed upon during the sales consultation and as may be more particularly set forth or attached as a part of Exhibit A.
1. **Chargeback/Refund.** Company reserves the right to consider refunds outside of the rescission period. If a client has questions about the agreement outside of the rescission period, she should submit her comments to stasupport@closersintoleaders.com or call 480-382-3215. Client agrees not to request, advise, file a claim, or seek Client's bank or credit card company for a chargeback for consideration paid under this Agreement. Client agrees to waive any rights Client may have under applicable state and federal truth in lending laws or otherwise (including, but not limited to, under Client's credit card issuer's procedures for resolving such disputes). Client agrees that any disputes that Client may have with respect to consideration paid hereunder must be addressed directly between Client and Company. If a chargeback occurs, Client shall have materially breached the Agreement and shall forfeit all remaining services that have not yet been performed under the Agreement. Company shall have no further obligation to Client. Further, the amount of the chargeback shall be subject to a finance charge in the amount of one and one-half percent (1 ½%) per month until paid in full by Client. Further, Company shall be entitled to recover from Client all damages, and reasonable and necessary attorneys' fees, and costs associated with pursuing collection and/or recovery of the amount of the chargeback.
1. **Charges.** Client agrees that their card on file will be charged on the agreed upon dates provided in Exhibit A. Subject to Section 1.3, Client also agrees that Company may withdraw smaller charges to the card on file for the purpose of recovering unpaid amounts owed by Client under the Agreement.

ARTICLE 4

CONFIDENTIALITY AND NON-DISCLOSURE

1. **Confidentiality; Ownership of Information.** Company will provide Client with access to Confidential Information (as defined in Section 1.2) that is used in the provision of the Services. Client acknowledges that Company will provide Client with access to Company's Confidential Information only for the Term of the Agreement.
1. **Non-Disclosure.** During the Term of the Agreement, and always thereafter, Client shall

maintain the strictest confidence. Client shall never disclose, copy, share, disseminate, transfer, convey, sell, or discuss, directly or indirectly, to any person or entity other than the Parties to this Agreement, Company's copyright information, trade secrets, intellectual property or other Confidential Information, except by express prior written consent of a duly authorized officer or director of Company. Client will not make copies, videotape, record, photograph, or use any other form of transcription method to copy in any way, in whole or in part, any Confidential Information or marked original copies of Confidential Information, copyright information, or trade secrets of Company. Further, Client shall use Client's best efforts and shall take all reasonable precautions to prevent the disclosure of Company's copyright information, trade secrets or other Confidential Information. A breach of this provision includes, but is not limited to, each disclosure, sharing, dissemination, transfer, conveyance, selling, or discussion of any singular piece of Confidential, trade secret, copyright, and/or proprietary information.

1. **Ownership of Information.** All Confidential Information shall remain the sole and exclusive property and proprietary information of Company and is disclosed in confidence by such Party in reliance on the other Party's agreement to maintain such Confidential Information in confidence and to not use or disclose such Confidential Information to any person except the Parties to this Agreement. Each Party understands and agrees that such Party has no ownership, property rights, or other rights of any kind in the Confidential Information, trade secrets, copyrights, proprietary information, or other property of the other Party.

1. **Non-Compete.** Client agrees that during the Term of this Agreement, and for a term of twelve (12) months thereafter, Client shall not compete in any way with Company which includes or is not limited to working for another company that provides sales recruitment and training services, acting as an owner, principal, director, consultant, or shareholder in any company that provides sales recruitment and training services. Since the Company currently conducts its recruitment and sales business across the country, this non-compete agreement shall include the entire United States.

1. **Non-Solicitation.** During the Term of this Agreement and for a period of twenty-four (24) months after the date of termination of this Agreement, Client will not in any way, directly or indirectly: (i) induce or attempt to induce any employee, independent contractor, agent, consultant, customer or client of Company to terminate its relationship with Company; (ii) otherwise interfere with or disrupt Company's relationship with its employees, independent contractors, agents, consultants and/or customers/clients; (iii) solicit, entice, or hire away any employee, independent contractor, agent, consultant, customer, or client of Company; or (iv) hire or engage any employee, independent contractor, agent, consultant, customer, or client of Company or any former employee, independent contractor, agent, consultant, customer or client of Company whose work or agreement with Company ceased less than one (1) year before the date of such hiring or engagement. Client acknowledges that any attempt on the part of Client to induce others to leave Company, or any effort by Client to interfere with Company's relationship with its employees, independent contractors, agents, consultants, or customers would be harmful and damaging to Company; provided, however, that any such persons who did business with Client prior to the date of this Agreement or whom Company agrees in writing may have a business relationship with Client are not subject to this provision.

ARTICLE 5 INDEMNITY

1. **DISCLAIMER.** IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST OPPORTUNITY DAMAGES. CLIENT

ACKNOWLEDGES AND UNDERSTANDS THAT NO OFFICER, DIRECTOR, EMPLOYEE, OR PERSON OTHER THAN COMPANY SHALL HAVE ANY PERSONAL LIABILITY UNDER THIS AGREEMENT. CLIENT FURTHER AGREES TO INDEMNIFY AND HOLD COMPANY HARMLESS FOR ANY AND ALL LIABILITY ARISING OUT OF THE ACTS OR OMISSIONS OF CLIENT THAT OCCUR DURING THE TERM OF THIS AGREEMENT. COMPANY AGREES TO INDEMNIFY CLIENT FOR ANY LIABILITY CREATED AS A RESULT OF ANY ACTS OR OMISSIONS ON THE PART OF COMPANY.

1. **Acknowledgement of Client Responsibility.** Although Company has full confidence in the efficacy of the Services contemplated in this Agreement, Company makes no guarantee of any specific result for Client based upon the services the Services that it is providing. Client also acknowledges that any testimonials of profits from current or former clients are not to be interpreted as typical results. By signing below, Client acknowledges their own responsibility in properly utilizing the Services provided in this Agreement to achieve the desired results.

ARTICLE 6 MISCELLANEOUS PROVISIONS

1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to this Agreement, and all prior agreements relating to the Services hereunder, express or implied, written or oral, are nullified and superseded hereby.
1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
1. **Closer IO Training.** Company does not offer any legal, tax, or financial advice. I acknowledge that I am responsible for my own actions and hereby release and hold harmless the Closers IO, and any of their staff, employees, officers, or agents from liability for any of my actions or comments. I accept my obligation to make full payment for the advanced trainings. I will consult with a tax professional about any potential write offs or deductions related to my purchase of this program.
1. **Acknowledgement.** You acknowledge that success is dependent on a number of factors, including, but not limited to, attitude, persistence, and full participation in all phases of the Program. The Closer IO is dedicated to helping Clients become successful in the Program as the

success of the Program itself depends on the completion and implementation by Clients of the strategies taught in the Program. By signing the front page of this Agreement, Client affirms an intent and commitment to learn and implement these strategies. By signing the front page of this Enrolment Form, Client affirms an intent and commitment to learn and implement these strategies.

1. **Electronic Recordkeeping.** Client acknowledges and agrees that this Agreement may be stored in an electronic record keeping system in the regular course of business and that a printed copy of the imaged document may be used and introduced in any arbitration, litigation, or other proceeding, and shall have the same force and effect as the original, which may be destroyed.
1. **Representations.** Client acknowledges that the Closer IO has made no representations or guarantees other than those expressed herein; Client has not relied thereon; and the Closer IO specifically disclaims any other representations or warranties. Moreover, Client recognizes and acknowledges that individual performance depends upon the individual skills, time availability, and dedication of each Client in the Program. Client acknowledges that the Closer IO is a training institute and is not offering a business opportunity or franchise and is not ascertaining the suitability of this Program for the Client. This Enrolment Form represents the entire understanding and supersedes all prior statements, agreements, and understandings, if any, either oral or written.
1. **Law and Arbitration and Class Action Waiver:** The parties waive trial by court or jury. By signing this Agreement, you agree all disputes which may arise between you and the Closer IO, arising out of the terms of this Agreement or the relationship between the parties shall be decided exclusively in binding arbitration conducted by the American Arbitration Association. Arbitration shall take place in dispute in Phoenix, Arizona and governed by and construed under Arizona law, except its conflict of laws rules. Client also waive his/her right to bring or participate in a class action against the Closer IO or its parent, affiliated companies, subsidiaries, agents, officers, and/or principals. Furthermore, you agree that by signing this Agreement you waive the ability to bring a class action suit.
1. **Severability.** If any provision of this Agreement shall be held unenforceable such provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions of this Agreement shall otherwise remain in full force and effect.
1. **Limitations of Use.** This Program is designed for personal use only. Client agrees that only the Client will use the Program. Client shall not resell or otherwise dispute the original or any copy of the Program materials in any manner or any part thereof, in any manner, and shall not allow others to do so. Any violation of this policy may lead to prosecution under state or federal law, or both.

1. **Disclosure.** The Closer IO provides private training. Individual performance depends upon the individual skills, time availability, and dedication of each Client in the training Program. Testimonials shared are not typical. Any results shared are not a guarantee of performance but are merely examples of individuals who have implemented the Closers IO's strategies and trainings. Because your background, education, and experience are different your results will vary. Unique experiences and past performances do not guarantee future results. The Closer IO and its owners, employees, contractors, and affiliates do not give financial advice and are not licensed by or registered with any federal or state agency AND ARE NOT RESPONSIBLE FOR YOUR SUCCESS OR ACTIONS.

1. **Assignments.** This Agreement shall be assignable by Company to any of Company's affiliated entities, including Gordon Management, LLC, Remote Closing Academy, LLC, and Sales Team Accelerator, LLC (the "Affiliated Entities"). Assignments to any other entities beside the Affiliated Entities will be void without the prior written consent of both parties.

(signature page below)

ACCEPTED AND AGREED:

COMPANY:

Closers.io LLC



By: Cole Gordon, its CEO Date

2022-12-22

AGREED TO AND ACCEPTED BY:



2022-12-22

STUDENT

DATE

Schedule 2
Payment Rates/Schedule/Scope of Services

All payment and rate structures to be mutually agreed upon in the Client sales consultation meeting and may be attached or set forth on this Schedule 2 by the Company, as needed.

Payment Plan Details:

\$18,000 Total

Paid in Full on 12/22/22

To be billed on credit card ending in: 3920

Initials: BK Agreed Length of Contract: 3 Months

Initials: BK Sales Reps. You will be provided with a selection of sales reps; you're promised up to 2 hires within your time in the program. Once hired, we provide a 30 day guarantee for each sales rep starting on the day they are officially onboarded into your organization. If a sales rep quits or is fired within the 30 day guarantee period, we will provide you with a replacement with a new 30 day guarantee period. You must be able to finish the recruiting process within 2 weeks from the first connection made from your recruiting coordinator. You must be able to provide enough opportunity for them in order to hire. Enough opportunity is quantified as 3 new calls per day for closers and 400 new unique leads per month for setters. Sale rep replacements are only valid until 30 days after your last day in the program. In the event where a rep needs to be replaced and you are no longer in the program, that rep will be replaced, but that rep will not have a 30 day guarantee. Your recruiting chips must be used within your time in the program and will expire on your last day in the program, unless you decide to continue in further engagement.