

COACHING SERVICES AND PREMIUM CONTENT AGREEMENT

This coaching services agreement is dated [date] (“**Effective Date**”), and is by and between Healthy Gamer, LLC (“**Healthy Gamer**”) and [client name] (“**Client**”).

The parties therefore agree as follows:

Section 1 Services Provided

1.1 **Services.** Healthy Gamer agrees to provide Client coaching services as described on Exhibit A (“**Coaching Services**”) and access to any music, videos or other content or material that is made available through the Coaching Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, and so forth described on Exhibit A (the “Premium Content”).

1.2 **Price.** Client agrees to compensate Healthy Gamer at the rates in accordance to the payment terms described on Exhibit A and subject to the cancellation and refund policy which can be found here (www.healthygamer.gg/coaching).

1.3 **Taxes.** All fees and expenses payable to Healthy Gamer shall be exclusive of any sales, use, value-added or similar taxes, duties, imposts, customs, levies or other withholding (“Tax”). Any such Tax shall be paid by Client in addition to fees or expenses.

1.4 **Control of Services.** Healthy Gamer shall determine the time, place, method, details, and means of performing the Coaching Services.

1.5 **Personnel.** Healthy Gamer shall provide adequate staff, contractors, or personnel to render the Coaching Services. In the event that any Healthy Gamer staff, contractor, or personnel is found to be unacceptable to Client, Client shall notify Healthy Gamer and Healthy Gamer shall work with Client to resolve the problem, including removal of staff and providing a replacement acceptable to Client.

Section 2 Coaching Services

2.1 **Coach.** Healthy Gamer shall designate and appoint a coach who shall provide the Coaching Services and who shall act as a liaison between Client and Healthy Gamer.

2.2 **Progress Reports and Meetings.** Client and the coach shall hold sessions, meetings and issue reports as the coach deems necessary for the Coaching Services.

Section 3 Term and Termination

3.1 **Term.** This agreement shall commence on the Effective Date stated in the introductory clause and will be in effect for the duration selected and described on Exhibit A (“Term”) unless sooner terminated as provided under this agreement.

3.2 **Termination without Cause.** Healthy Gamer may immediately terminate this agreement without cause by providing the Client with written notice prior to the renewal date of this agreement.

3.3 **Termination for Cause.** This agreement may be terminated for cause by either party. The non-breaching party must provide written notice to the breaching party if any of the following events occur by or with respect to the breaching party:

A) The breaching party commits a material breach of any of its obligations under this agreement and fails to cure such breach within 30 days after receipt of written notice to do so; or

B) Any insolvency of the breaching party, any filing of a petition in bankruptcy by or against the breaching party, any appointment of a receiver for the breaching party, or any assignment for the benefit of the breaching party's creditors.

3.4 **[Recover Payment.** Upon termination, Healthy Gamer will be entitled to recover payment for all services and related expenses rendered through the date of termination, including for any Coaching Services in progress.]

3.5 **Client Obligations.** Upon termination of this Agreement, Client: (i) shall immediately return, destroy and erase all Confidential Information (as defined in Section 4.1); (ii) shall no longer access the Coaching Services; and (iii) shall not circumvent any security mechanisms contained therein.

3.6 **Survival.** In the event of termination or upon expiration of this agreement, sections 1.2, 4, 5, and 7 will survive and continue in full force and effect.

Section 4 Confidentiality and Ownership

4.1 **Confidentiality.** Client acknowledges that Healthy Gamer owns valuable trade secrets and other confidential information. Such information may include, without limitation, software code, routines, data, know-how, designs, inventions, manuals, documentation, curriculum, Coaching Materials (as defined in Section 4.4), the Premium Content, and other tangible and intangible items ("**Confidential Information**").

4.2 **Non-Disclosure.** Client agrees that it will not, at any time during or after the term of this agreement, disclose any Confidential Information to any person, and that upon termination of this agreement, Client will return any Confidential Information belonging to Healthy Gamer.

4.3 **Ownership.** Client acknowledges that it is not obtaining any intellectual property rights from Healthy Gamer under this agreement. Client acknowledges that in the course of performing its obligations under this agreement, Healthy Gamer may create works of authorship ("**Work Product**"). Healthy Gamer shall own all right, title, and interest in such Work Product, including all intellectual property rights therein and thereto. If any Work Product is delivered to Client pursuant to or in connection with the performance of a service ("**Deliverable**"), then Healthy Gamer retains all right, title, and interest in such Deliverables.

4.4 **Coaching Materials.** Client agrees and acknowledges that Client is not obtaining any intellectual property right in or to any coaching materials provided by Healthy Gamer to Client in connection with the services provided under this agreement ("**Coaching Materials**"), other than the rights of use specifically granted in this agreement. Client will be entitled to keep and use all Coaching Materials provided by Healthy Gamer to Client, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to Healthy Gamer. In particular and without limitation, Coaching Materials may not be modified, translated, re-distributed, disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. During the term of this agreement, Client may copy the Coaching Materials for its internal use. All Healthy Gamer trademarks, trade names, logos, and notices present on the Coaching Materials will be preserved.

4.5 **Premium Content.** In providing the Coaching Services, Healthy Gamer may make Premium Content available to Client in conjunction with the Coaching Services during the Term of this Agreement. By providing Coaching Services to Client, Healthy Gamer grants Client a limited, non-exclusive, revocable right to view or to make personal, non-commercial use of the Premium Content in connection with the Coaching Services, and all other rights in the Premium Content are retained by Healthy Gamer. Client acknowledges that the Premium Content, including all associated intellectual property rights, are the exclusive property of Healthy Gamer and its licensors. Client agrees that Client is using the Coaching

Services and Premium Content for Client's own personal, non-commercial use and that Client will not redistribute the Coaching Services or the Premium Content. Client's use of the Coaching Services and Premium Content shall be subject to Healthy Gamer's website terms and conditions.

4.6 **Client's Materials.** Client grants to Healthy Gamer a non-exclusive, non-transferable, royalty-free license to use materials provided by Client to Healthy Gamer during the term of this agreement solely for the purpose of performing services contained in this agreement for Client.

4.7 **Injunctive Relief.** Client acknowledges that any unauthorized disclosure or use of the Confidential Information would cause Healthy Gamer imminent irreparable injury and that Healthy Gamer shall be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the Client does not fulfill its obligations under this Section.

4.8 **Limited Privacy of the Client.** In accordance with Healthy Gamer's standard policies and procedures, including, without limitation, its Code of Ethics, Healthy Gamer shall use reasonable efforts to maintain the privacy of the relationship with the Client and agrees to use reasonable efforts to maintain the privacy of all communications and information disclosed by the Client, except in those situations where such confidentiality and privacy would violate the law, or jeopardize the well-being or safety of the Client or a third party, as determined in the sole discretion of Healthy Gamer.

Section 5 Warranties, Limitation of Liability, Indemnity, and Disclaimers

5.1 **Limited Warranty.** With respect to any Coaching Services provided under this agreement, Healthy Gamer warrants that such Coaching Services will be performed by qualified personnel and the Coaching Services performed will substantially conform to any applicable requirements set forth in Exhibit A.

5.2 **Remedies.** In the event that any Coaching Services provided under this agreement fail to conform to the foregoing warranty in any material respect, the sole and exclusive remedy of Client will be for Healthy Gamer to re-perform or replace the applicable Coaching Services. The foregoing warranty is expressly conditioned upon:

- A) Client providing Healthy Gamer with written notice of any claim thereunder within three days of delivery of the affected services, which notice must identify with particularity the non-conformity; and
- B) Client's full cooperation with Healthy Gamer in all reasonable respects relating thereto.

5.3 **Service Interruption.** Due to the nature of online, internet, and virtual communications, Healthy Gamer does not warrant that the Coaching Services or access to the Premium Content will be uninterrupted or entirely error-free. For example, due to service connectivity or internet connection difficulties, interruptions or downtime, the Coaching Services or access to the Premium Content may, from time to time, be subject to delay, error or failure. Client hereby agrees and acknowledges that Healthy Gamer shall not be liable for any damages related to any of the above issues or any other related issues.

5.4 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1 OF THIS AGREEMENT, HEALTHY GAMER DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, TITLE, QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY, OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE. HEALTHY GAMER, ITS AFFILIATES, SUPPLIERS AND RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE COACHING SERVICES OR THE PREMIUM CONTENT, REGARDING, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE COACHING SERVICES OR THE PREMIUM CONTENT OR THAT THE COACHING SERVICES OR PREMIUM CONTENT WILL MEET ANY OF

CLIENT'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE COACHING SERVICES OR THE PREMIUM CONTENT IS AT CLIENT'S SOLE RISK, ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE COACHING SERVICES OR PREMIUM CONTENT IS AT CLIENT'S OWN DISCRETION AND RISK.

5.5 Limitation of Liability. UNDER NO CIRCUMSTANCE WILL HEALTHY GAMER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST REVENUE, LOST PROFITS, LOSS OF INCOME, OR LOSS OF BUSINESS ADVANTAGE), WHETHER OR NOT FORESEEABLE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL HEALTHY GAMER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS OF LIABILITY WILL REMAIN IN FULL FORCE AND EFFECT, REGARDLESS OF WHETHER EITHER PARTY'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED THEIR ESSENTIAL PURPOSE. THE PROVISIONS OF THIS SECTION ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CLIENT AND HEALTHY GAMER AND THE FEES CHARGED FOR THE SERVICES REFLECT THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

5.5 Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT WILL RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS HEALTHY GAMER, ITS PARENTS, OWNERS, SUBSIDIARIES, DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, MANAGERS, MEMBERS, CONTRACTORS AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, INCLUDING CLAIMS FOR WORK RELATED INJURIES MADE BY HEALTHY GAMER'S PERSONNEL, ALLEGATIONS, COSTS, SUITS, ACTIONS, LIABILITIES, EXPENSES, DAMAGES, OR OTHER PROCEEDINGS, INCLUDING REASONABLE ATTORNEYS' FEES, CAUSED BY, RELATING TO OR ARISING OUT OF HEALTHY GAMER'S SOLE NEGLIGENCE, TORTIOUS ACT(S) OR OMISSION(S), OR FAILURE TO PERFORM ANY TERMS OR CONDITIONS OF THIS AGREEMENT, AND HEALTHY GAMER'S PORTION OF THE JOINT NEGLIGENCE, TORTIOUS ACT(S) OR OMISSION(S) OF HEALTHY GAMER AND CLIENT AS RESPECTS TO THE EXECUTION OF THE RESPONSIBILITIES CREATED BY THIS AGREEMENT. IN RELATION TO THE PROVISION OF COACHING SERVICES OR PREMIUM CONTENT BY HEALTHY GAMER UNDER THIS AGREEMENT, CLIENT AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS HEALTHY GAMER FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, COSTS (INCLUDING ATTORNEY FEES AND COURT COSTS), EXPENSES, FINES, LOSSES, DAMAGES, AND LIABILITIES ARISING OUT OF ANY ALLEGED OR ACTUAL IMPROPER USE OR MISAPPROPRIATION OF CONFIDENTIAL INFORMATION.

5.6 No Professional Advice. Client acknowledges and agrees that the Coaching Services or the Premium Content are not therapy, counseling, mental healthcare, or treatment for substance abuse or any addictive behavior. Healthy Gamer and Healthy Gamer personnel are not functioning as licensed mental health professionals, therapists or counselors, and coaching is not intended as a replacement for counseling, psychiatric interventions, treatment for mental illness, recovery from past abuse, professional medical advice, financial assistance, legal counsel, or other professional services.

5.7 Client Actions. Client is solely and fully 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 Services and his/her coaching calls and interactions with Healthy Gamer and the designated coach. As such, the Client agrees that Healthy Gamer, its parents, owners, subsidiaries, directors, officers, partners, employees, managers, members, contractor and agents are not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any Coaching Services provided herein. Client understands that the Coaching Services is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease. Furthermore, Client understands that the Premium Content is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease

Section 6 Miscellaneous

6.1 Notices. Any notice contemplated under this agreement shall be deemed effectively given upon proof of delivery to or refusal by the parties at their respective addresses set forth below. All notices, demands, requests, or other communications, which may be or are required to be given under this agreement, to any party, shall be in writing and sent via first class certified or registered mail:

To Client:

Attn: _____

To Healthy Gamer: Healthy Gamer, LLC

Attn: _____

6.2 **Governing Law.** This agreement, the rights and obligations of the parties, and any claims or disputes relating to the agreement or the parties shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflicts of law provision therein.

6.3 **Venue.** Any claim or controversy arising out of or relating to this agreement, or the breach thereof, shall have mandatory venue in Harris County, Texas.

6.4 **Enforcement.** In the event either party resorts to a lawsuit to enforce this agreement, [each party shall be responsible for its own legal fees and costs] in prosecuting or defending any such lawsuit.

6.5 **Force Majeure.** Neither party shall be liable for any delay or failure to perform any contracted duty when such delay is caused by acts of God, war, strike, disaster, pandemics, governmental orders, or any similar cause beyond its commercially reasonable control. This provision shall not apply to Client's obligation to pay any sums due under this Agreement, which shall continue unabated.

6.6 **Waiver.** No delay or omission by either party to exercise any rights or remedy under this agreement will be construed to be either acquiescence or waiver of the ability to exercise any right or remedy in the future.

6.7 **Severability.** The provisions of this agreement are wholly separable and severable. Should any provision of this agreement be made or determined invalid or otherwise unenforceable, in whole or in part, by any federal, state, or local government or agency or a court or other tribunal of competent jurisdiction, then such invalid or unenforceable provision shall be limited to the minimum extent necessary so that the provisions of this agreement shall otherwise remain in full force and effect. Such invalidity or unenforceability shall not affect the validity or enforceability of the remaining contractual provisions, which shall be interpreted and construed in such a manner as to carry out fully the intention of the parties.

6.8 **Assignment.** Client shall not assign, sublicense or otherwise transfer all or part of the Confidential Information, grant others rights in all or part of the Confidential Information, or otherwise assign its rights or obligations under this agreement without the prior written consent of Healthy Gamer.

6.9 **Publicity; Recordings.** In consideration of the Coaching Services provided hereunder, Healthy Gamer may (a) identify Client in published lists of customers, (b) record and use the name, likeness, and other personal characteristics and information of Client, (c) record, film, capture, and photograph any discussions with Client; (d) use Client's name, alias, likeness, appearance, voice, professional and personal biographical information, and all materials or media created by or on behalf of Healthy Gamer that incorporate any of the foregoing; or (e) describe Client's successful completion of Healthy Gamer's coaching classes in published articles, materials, and/or media.

6.10 **Amendment.** No amendment, modification, discharge, or waiver of this agreement, including any exhibits, shall be valid or binding unless set forth in writing and duly executed by the parties.

6.11 **Construction.** The headings in this agreement are only for reference and convenience only and are not intended to affect the construction or interpretation of this agreement. Use of the masculine, feminine or neuter of any word in this agreement shall be deemed to include the others, and the use of the singular or plural shall also include the others. Also unless the context clearly indicates to the contrary, (a)

the plural includes the singular and the singular includes the plural; (b) “and” and “or” are each used both conjunctively and disjunctively; (c) “any,” “all,” “each,” or “every” means “any and all” and “each and every,” (d) “includes” and “including” are each “without limitation,” and (e) “herein,” “hereof,” “hereunder” and other similar compounds of the word “here” refer to this entire agreement and not to any particular paragraph, subparagraph, section or subsection.

6.12 **Multiple Originals.** This agreement may be executed in one or more original counterparts, all of which shall have the same force and effect. A copy transmitted by email attachment or facsimile shall also have the same force and effect as an original.

6.13 **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties as to this subject matter.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this agreement as of the date stated in the introductory clause.

Client:

Healthy Gamer, LLC:

By: _____

Name: _____

Name: _____

Title: _____

Parent/Guardian/Legal Representative (if Client is a minor)

Name: _____

EXHIBIT A

[Coaching Services]

- Personal Coaching is a one-on-one 50 minute virtual video call in which the Healthy Gamer Coach talks with the Client to understand the Client's emotional, environmental, and physical factors which may be blocking their personal progress and a) helps the Client understand what's going on with them; b) works with the Client to create practical, actionable plans to move forward to mutually agreed goals.
- Group Coaching is up to 7 clients with one Healthy Gamer Coach on a video call to do the same.

[Premium Content Bundles]

During the Term of this Agreement, Client shall be granted access to the Premium Content, subject to the terms and conditions of this Agreement and the Healthy Gamer website (<https://www.healthygamer.gg/terms-of-service/>).

Premium Content will be made available as follows:

[PREMIUM CONTENT DESCRIPTION]

[Price, Payment Schedule and Term]

Pricing Bundles are available as follows:

- Personal Coaching Sessions:
 - Term: Eight (8) Weeks
 - Price per Session: \$50.00
 - Total Fees for 8 Personal Coaching Sessions: \$400.00
 - Term: Twelve (12) Weeks
 - Price per Session: \$45.00
 - Total Fees for 12 Sessions: \$540.00
 - Term: Sixteen (16) Weeks
 - Price per Session: \$40.00
 - Total Fees for 16 Sessions: \$640.00
- Group Coaching Sessions:
 - Term: Sixteen (16) Weeks
 - Price per Session: \$24.00
 - Total Fees for 16 Sessions: \$384.00

Payment is charged monthly or every 4 sessions and shall be pre-paid by Client in advance (i.e. 4 sessions are charged before the first, fifth and 9th sessions)

[Internet or Connectivity Outage] In the event of a complete internet or connectivity outage for an entire session which results in the inability for a Healthy Gamer coach to communicate with the Client, Healthy Gamer shall use reasonable efforts to reschedule a Coaching Session with the Client [at no additional cost.]

AUTHORIZATION TO USE INTERNET FOR COMMUNICATION