

This Legacy Private Client Agreement is by and between Estate System LLC d/b/a Legacy System (“Legacy System” or “we” or “us” or similar), and the customer using the Service as defined below (“Customer” or “you” or “your” or similar). This agreement is effective on the date that the Customer first makes any payment for or toward the Service as defined below (the “Effective Date”).

As of the Effective Date, you agree that you are legally bound by these terms, and you represent and warrant that:

- (i) you have read and understand this agreement;
- (ii) you are at least eighteen (18) years old; and
- (iii) you have the right, power, and authority to enter into this agreement on behalf of Customer and to bind Customer to these terms.

WHEREAS, Legacy System offers coaching and consulting in a private format, and

Customer intends to avail himself/herself of such coaching and consulting;

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Legacy System and Customer agree as follows:

1. Description of Service

We will provide personalized service as outlined in the particular order form which you completed to purchase this offer, which is incorporated in full herein by reference. The build and delivery of all such assets is hereafter defined as the “Service.”

2. Timeline

We will begin providing the Service upon successful payment under this agreement.

3. Payment Terms

We put a great deal of time and resources into serving you even before the Service officially begins under this agreement. To that end, you agree that all payments are earned upon receipt and non-refundable.

4. Right to Showcase

You hereby grant us the right to use and publish your name and trademarks in any of our marketing materials solely for the purpose of advertising our services.

5. Warranty

We will provide our services under this agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in our community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to us on similar projects.

6. Exclusive Remedy

For any breach of warranty under this agreement, your exclusive remedy, and our entire liability, shall be the delivery of the Service. If we fail to deliver the Service as warranted, you shall be entitled only to recover the fees paid to us for the prorated portion of those services which are deemed deficient by a court or binding mediator.

7. Vendor Relationship; Non-Exclusivity.

We are a vendor. Nothing in this agreement shall be construed to create a partnership, joint venture, or employment or agency relationship between us. In addition, nothing in this agreement shall be construed to prohibit us from delivering the Service to customers who are in your same line of business, in your geographical area, and/or with directly competing objectives.

8. Confidentiality and Non-Disclosure

“Confidential Information” means any and all non-public information of either party and/or its subsidiaries, contractors, suppliers, customers, or any third party, that either party obtains from any source during the term of this agreement, including but not limited to the following types of information: (1) business or financial information, financial statements, projections, business plans, or strategic or marketing plans, market studies, or analyses; (2) cost and expense information, pricing and discount information, gross or net profit margins, or analyses; (3) technical data, specifications, computer software (including both source code and object code or “executable” software), databases, and database designs; (4) processes, transactions, and transaction procedures; (5) marketing and customer data (including, but not limited to, identity or demographic analyses of customers), focus group reports, “shopping” reports, and marketing or advertising studies; (6) terms, conditions, provisions, or obligations of any contracts or agreements to which either party is a party or to which any of its assets are subject, or the identity of any person who is a party to any contract or agreement with either party; (7) procedural or operational manuals, employee manuals, training manuals, or programs; and (8) such other information of or regarding either party that that party actually maintains as confidential or proprietary. Any information which is (i) marked or otherwise identified as “Confidential Information” or “Proprietary” at the time of disclosure if in tangible form, or if disclosed orally described as such in a written statement within a reasonable time after disclosure, or (ii) a reasonable person would deem to be confidential based on the nature of the information and the manner of its disclosure shall be presumed to be Confidential Information per this agreement.

So that both parties may meet their obligations under this agreement, it may be necessary for either party to have access to Confidential Information of the other party. Each party will take reasonable care to not disclose the other party’s Confidential Information to any third parties, to at least that degree of care it takes to protect its own Confidential Information from unauthorized disclosure. Solely to the extent necessary to perform obligations under this agreement, a party may disclose the other party’s Confidential Information to its employees and contractors who have a need to know to perform the services under this agreement. Neither party shall have an obligation with respect to the other party’s Confidential Information which (a) was in a party’s possession before it was acquired from other party; (b) is or becomes a matter of public knowledge through no fault of either party; (c) is rightfully received by a party from a rightfully possessing third party without a duty of confidentiality to the other party; (d) is required to be disclosed by court order or other lawful governmental action, but only to the extent so ordered, and provided that the party so ordered shall notify the other party so that the other party

may attempt to obtain protective order; (e) is disclosed by a party with the other party's prior written approval and in accordance with such written approval; or (f) is independently developed by a party without reference to or use of the other party's Confidential Information.

Neither party shall, directly or indirectly, disclose or use, whether for profit or not, any Confidential Information of which such party is or becomes aware. The obligations of each party under this section shall survive this agreement in perpetuity.

9. Limitation of Liability

In no event shall we or any of our owners, officers, shareholders, employees, agents, contractors, subcontractors or affiliates be liable to you for any consequential, incidental, indirect, special, punitive or exemplary damages (including, without limitation, lost profits, business or goodwill) suffered or incurred by you or your affiliates in connection with this agreement.

10. Assignment

Neither party may assign or transfer this agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

11. Governing Law

This agreement shall be construed in accordance with the laws of the State of Nevada.

12. Disputes

If you become dissatisfied for any reason, we encourage you to bring that to our attention immediately. It is our belief that most such problems can be resolved by good faith discussions between us. Nevertheless, it is always possible that some dispute may arise which cannot be resolved by discussions, and we believe that such disputes can be resolved more expeditiously and with less expense to all concerned by first using mediation, then if necessary, binding arbitration, then by court proceedings. As such, any dispute, controversy, or claim arising out of or relating to this agreement will be settled by binding arbitration administered by the Judicial Arbitrator Group in accordance with its applicable rules. By agreeing to submit this matter to binding arbitration, you are waiving your right to a jury and any rights to appellate relief. If you have any questions regarding the waiver of these rights, we urge you to consult with another attorney of your choice. The arbitration award cannot under any circumstances exceed the amount of fees paid by you under this agreement. Any judgment on the arbitration award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration proceeding shall be held in Douglas County, Colorado, U.S.

13. Attorney Fees and Costs

If there is dispute relating to any provisions in this agreement, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

14. General Provisions

This agreement constitutes the complete agreement between the parties and supersedes all previous and contemporaneous agreements. Neither party may assign their rights or obligations under this agreement without the prior written consent of the other party. This Agreement may be modified from time to time, and all modifications are effective as of the publish date of such, with or without advance notice to you.

15. Contact Us

Please direct any questions and concerns regarding this agreement to us at:

Estate System LLC d/b/a Legacy System
Address: 304 S. Jones Blvd #1784, Las Vegas, NV 89107
Telephone: (720) 248-7707
Email Address: support@legacysystem.com