
SERVICE AGREEMENT

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This **SERVICE AGREEMENT** is made the _____ day of _____, 2024 (“the effective date”)

BETWEEN:

_____, of (hereinafter referred to as “**the client**”) which expression shall, where the context so admits include its successor - in - title and assigns) of the one part.

AND

WILDFLOWER ROOT WELLNESS, a South Dakota company, carrying on its business activities at of 1414 Whitetail Dr Sturgis, SD 57785 (hereinafter referred to as “**the service provider**”) which expression shall, where the context so admits include its successor - in - title and assigns) of the other part

Both **the service provider and **client** are hereinafter jointly referred to as the “Parties” and individually as the “Party”*

WHEREAS, the service provider is in the business of providing Wholistic lifestyle and wellness coaching, feedback on lab tests, suggestions for supplements, coaching detoxes (collectively, the ‘services’) and the Client is desirous of engaging the service provider to provide such under the terms and conditions as set forth below;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereby agree as follows:

1. SCOPE OF SERVICE

1.1 **Services.** Subject to the terms and conditions of this Agreement, the Service Provider agrees to provide wellness coaching services (“Services”) to the Client in accordance with the terms and conditions of this Agreement. The Services may include but are not limited to personalized coaching sessions, wellness assessments, dietary and lifestyle recommendations, and ongoing support and guidance.

It is mutually agreed by the Parties to this agreement that the mode of delivery of service to the Client shall be done online via booked sessions. The service provider shall be engaged in the services of the Client at the agreed booking slot.

1.2 **Work Specifications.** The parties agree that the general scope of the services and objectives to be achieved shall be developed by the service provider.

1.3 **Additional Services.** The parties agree, acknowledge that there may be some other additional services during the term of this Agreement to be delivered by the service provider for the benefit of the Client. However, additional or temporary services undertaken by the service provider shall be in line with the expertise and experience of the service provider. The Client acknowledges to pay the service provider for the cost of any additional services rendered on a term to be mutually agreed by the parties.

1.4 **Amendments.** The services may be amended in writing from time to time, and the service provider agrees, subject to the terms and conditions of this Agreement, to render such Services during the term of this Agreement. Such services shall be limited to the area of the service provider’s expertise described in this agreement. The service provider shall render the services at such times and places as shall be mutually agreed by the parties.

1.5 The service provider shall strive to deliver the service at the expected delivery date to be mutually agreed by the parties.

2. TERM OF AGREEMENT

This agreement for the provision of services shall commence on the day first above written and shall continue for the duration of the scheduled booking, subject to a renewal upon such terms to be mutually agreed by parties to the agreement. If either party violates a term of this Agreement, then the other party (the “Non-breaching Party”) may terminate this Agreement, effective immediately upon delivery of written notice of termination by the Non-breaching

SERVICE AGREEMENT

Party. Notwithstanding the foregoing, either party may terminate this Agreement at any time for any or no reason, effective upon ten (10) days written notice.

3. JOINT OBLIGATIONS OF THE PARTIES

3.1 The Client agrees to actively participate in the coaching process, including attending scheduled sessions, completing assigned tasks or exercises, and providing accurate and honest feedback to the Service Provider.

3.2 The Client acknowledges that the success of the coaching process depends on their commitment and willingness to implement the recommendations and strategies provided by the Service Provider.

3.3 The service provider shall be readily available in the service of the Client and shall deliver the best professional expertise required for the Job.

4. SERVICES FEES/CHARGES

4.1 The Client agrees to pay the fees for the Services as specified in the pricing plan or invoice provided by the Service Provider. Payment for the Services shall be made in full prior to the commencement of the coaching process, unless alternative arrangements have been agreed upon by both Parties. Late payments may be subject to late fees or penalties as determined by the Service Provider.s

5. LIMITATION OF LIABILITY

5.1. In no event shall either Party be liable to the other Party for consequential, special or indirect losses or damages sustained by either Party or any third parties in using the Service howsoever arising and whether under contract, tort or otherwise (including, without limitation, third party claims, loss of business or profits, loss of clients, loss of data or information, cost of substitute performance, equipment or services and downtime costs, or damage to reputation or goodwill).

6. INDEMNIFICATION

6.1 Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

7. CONFIDENTIALITY

7.1. Each Party hereby agrees that if either Party provides confidential or proprietary information ("Confidential Information") to the other Party, such Confidential Information shall be held in the strictest of confidence and the receiving Party shall afford such Confidential Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall not be less than reasonable care) to avoid disclosure to or unauthorized use by any third party.

7.2. The terms, conditions and provisions of this Agreement, constitute Confidential Information, and all information disclosed by either Party to the other in connection with or pursuant to this Agreement shall be deemed to be Confidential Information, whether or not that written information is marked as being confidential or proprietary when given or confirmed in writing as such thereafter unless otherwise provided for in this Agreement.

7.3. Notwithstanding the following, either Party may disclose Confidential Information to its employees, agents, and legal, financial, and accounting advisors (including its lenders and other financiers) to the extent necessary or appropriate in connection with the execution and performance of this Agreement or its obtaining of financing; provided, however, that each such person is notified of the confidential and proprietary nature of such Confidential Information and is subject to and agrees to be bound by similar restrictions on its use and disclosure that are at least equal to those contained in this Clause 7.

7.4. The foregoing provisions of this Clause 7 shall not apply to any Confidential Information which the receiving Party can evidence: (i) becomes publicly available other than through the actions of the receiving Party; (ii) is required to be disclosed pursuant to any binding obligation imposed by an applicable governmental or regulatory body or authority, or by law, or an order of an applicable court or the rules of a recognized stock exchange; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party.

7.5. If any Confidential Information is required to be disclosed by the receiving Party pursuant to this clause, the receiving Party shall give such written notice as is reasonably possible under the circumstances to the disclosing Party of the requirements of such disclosure.

8. INTELLECTUAL PROPERTY

8.1. Any and all intellectual property rights, including but not limited to copyrights, trademarks, trade secrets, and patents, in and to any materials, content, or deliverables created or provided by Wildflower Root Wellness ("Service Provider") as part of the services provided under this Agreement shall remain the sole and exclusive property of Wildflower Root Wellness.

8.2. The Client acknowledges and agrees that any materials, content, or deliverables provided by the Service Provider are for the Client's personal use only and may not be reproduced, distributed, or used for commercial purposes without the prior written consent of Wildflower Root Wellness.

8.3. **License Grant:** Subject to the terms and conditions of this Agreement, Wildflower Root Wellness grants the Client a limited, non-exclusive, non-transferable license to use any materials, content, or deliverables provided by the Service Provider solely for the purpose of receiving the services outlined in this Agreement.

8.4. This license does not grant the Client any rights to sublicense, modify, adapt, or create derivative works based on the materials, content, or deliverables provided by the Service Provider.

8.5. **Client-Owned Materials:** The Client represents and warrants that any materials, content, or information provided by the Client to the Service Provider for the purpose of receiving the services under this Agreement do not infringe upon the intellectual property rights of any third party.

8.6. The Client shall retain ownership of any materials, content, or information provided by the Client to the Service Provider, subject to the license grant set forth in Section 8.3 of this provision.

9. RETURN OF PROPERTY

9.1 Upon the expiry or termination of this Agreement, the service provider will return to The Client any property, documentation, records, or Confidential Information which is the property of The Client.

10. CAPACITY/INDEPENDENT CONTRACTOR

10.1 In providing the Services under this Agreement it is expressly agreed that the service provider is acting as an independent contractor and not as an employee. The service provider and The Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the service provider during the Term. The service provider is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to The service provider under this Agreement.

11. NOTICE

11.1 Notice of service delivery shall be promptly delivered to the appropriate channel provided by the Client to the service provider for the delivery of the service. Such delivery shall be as specified and as assigned from the Client to the service provider.

SERVICE AGREEMENT

11.2 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. (The service provider) _____

b. (The Client) _____

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

12. MODIFICATION OF AGREEMENT

12.1 Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

13. ENTIRE AGREEMENT

13.1 This Agreement including any addenda, schedules, riders, supplements or exhibits attached hereto, constitutes the entire agreement between the service provider and The Client and supersedes and cancels all offer letters or letters of award of contract, prior agreements, negotiations, or commitments made by either Party whether written or oral, with respect to the specific Service(s) provided hereunder.

14. INUREMENT

14.1 This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

15. TITLES/HEADINGS

15.1 Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

16. SEVERABILITY, WAIVER

16.1 If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. No waiver by either Party to any provisions of this Agreement shall be binding unless made in writing.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 This Agreement shall be construed in accordance with and shall be governed by the laws of South Dakota without regard to conflict of laws principles. Except as otherwise provided herein, any dispute or controversy arising under or in connection with this Agreement shall be finally settled by a sole arbitrator to be agreed upon by both Parties. The place and seat or location of arbitration shall be South Dakota and the procedural law applicable to the arbitration proceedings shall be the laws of South Dakota. The arbitration shall be conducted in English.

SERVICE AGREEMENT

IN WITNESS WHEREOF the Parties have executed this Agreement effective as of the date first written above.

THE CLIENT

Name:

Title: _____

Date/Signature: _____

THE SERVICE PROVIDER

Name:

Title: _____

Date/Signature: _____