

**Letters Field Services, LLC**  
**Terms and Conditions of Service**

**1. Applicability.**

- (a) The terms and conditions for services (these “Terms”) are the only terms that govern the provision of services by Letters Field Services, LLC (Letters Field Services) to their Clients.
- (b) The accompanying proposal (the “Proposal”) and/or order confirmation (the “Order”) and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms, the Proposal and the Order, these Terms shall control, unless the Order expressly states otherwise.
- (c) These Terms prevail over any of the Client’s general terms and conditions regardless of whether or when the Client has submitted its request for proposal, order, or such terms. Performance of services to the Client does not constitute acceptance of any of the Client’s terms and conditions and does not serve to modify or amend these Terms.

**2. Services.** Letters Field Services shall provide services to the Client as described in the Order (the “Services”) in accordance with these Terms.

**3. Performance Dates.** Letters Field Services shall use reasonable efforts to meet any performance dates specified in the Order, and any such dates shall be estimates only.

**4. Client’s Obligations.** Client shall:

- (a) Cooperate with Letters Field Services in all matters relating to the Services and provide such access to Client’s premises, and workspace accommodation and other facilities as may reasonably be requested by Letters Field Services for the purpose of performing the Services;
- (b) Respond promptly to any request of Letters Field Services to provide direction, information, approvals, authorizations, or decisions that are necessary for Letters Field Services to perform Services in accordance with this Agreement;
- (c) Provide Client materials or information as Letters Field Services may request to carry out the Services in a timely manner and ensure that such Client materials or information are materially complete and accurate.

**5. Client’s Acts or Omissions.** If Letters Field Services performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents or employees, Letters Field Services shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent that arises directly or indirectly from the prevention or delay.

**6. Change Orders.** If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Letters Field Services shall, within a reasonable time after such request, provide a written estimate to the Client of:

- (a) the likely time required to implement the change;
- (b) any necessary variations to the fees and other charges for the Services arising from the change;
- (c) the likely effect of the change on the Services; and
- (d) any other impact the change might have on the performance of this Agreement.

**7. Payment Terms.**

- (a) All payments for Services must be made in United States currency unless specified in writing by Letters Field Services. Payments for Services will be made by such means as Letters Field Services may specify, such as by cash, check, credit card or bank transfer provided that Letters Field Services may refuse, in its sole discretion, payment by any means.
- (b) Letters Field Services shall have the right to offset any and all amounts due and owing from Letters Field Services to Client under this Agreement, including, without limitation, any chargebacks or rebates, against any amounts due and owing from Client to Letters Field Services under this Agreement.
- (c) Client agrees to pay the Fee in full. Payment of the full Fee is due and payable regardless of whether Client completes the program(s), session(s), or performs other Services contained in the Agreement.

**8. Fees and Expenses; Interest on Late Payments.**

- (a) In consideration of the provision of the Services by Letters Field Services and the rights granted to the Client under this Agreement, Client shall pay the fees set forth in the Order.
- (b) Client agrees to reimburse Letters Field Services for all reasonable travel and out-of-pocket expenses incurred in connection with the performance of Services.
- (c) Client agrees to reimburse Letters Field Services for any and all costs and fees associated with hiring subcontractors to perform any or all of the Services set forth in the Order.
- (d) Client agrees to reimburse Letters Field Services for any and all costs and fees associated with specialty equipment when necessary for the performance of Services.
- (e) Client shall pay all invoiced amounts due to Letters Field Services within 30 calendar days from the date of invoice. Client shall make all payments in US dollars by such means as Letters Field Services may specify, such as by check, credit card or bank transfer.
- (f) Payments due Letters Field Services that remain unpaid 30 calendar days following billing, will bear interest from the due date at a rate of 1.8% per month plus any costs or fees involved with the collection of the delinquent payment, including reasonable attorney fees.

**9. Taxes and Third-Party Fees**

- (a) Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.
- (b) The Client is responsible for any applicable third-party fee, including, without limitation, credit card fees.

**10. Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Client under this Agreement (the "Deliverables") or prepared by or on behalf of Letters Field Services in the course of performing the Services, including any items identified as such in the Order shall be owned by Letters Field Services. Client is granted a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up,

royalty-free, and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

**11. Confidential Information.**

- (a) All non-public, confidential or proprietary information of Letters Field Services, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to clients, pricing, and marketing (collectively, "Confidential Information"), disclosed by Letters Field Services to Client, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Client without the prior written consent of Letters Field Services.
- (b) Client agrees to use the Confidential Information only to make use of the Services and Deliverables.
- (c) Letters Field Services shall be entitled to injunctive relief for any violation of this Section.

**12. Representation and Warranty.**

- (a) Letters Field Services represents and warrants to Client that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- (b) Letters Field Services shall not be liable for a breach of the warranty set forth in Section 12(a) unless Client gives written notice of the defective Services, reasonably described, to Letters Field Services within 5 calendar days of the time when Client discovers or ought to have discovered that the Services were defective.
- (c) Subject to Section 12(b), Letters Field Services may, in its sole discretion, consider whether to re-perform such Services; or, credit the price of such Services at the pro rata contract rate.
- (d) **THE REMEDIES SET FORTH IN SECTION 12(c) SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND LETTERS FIELD SERVICES ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 12(a).**

**13. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 12(a) ABOVE, LETTERS FIELD SERVICES MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

**14. Limitation of Liability.**

- (a) **IN NO EVENT SHALL LETTERS FIELD SERVICES BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH**

**OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT LETTERS FIELD SERVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**(b) IN NO EVENT SHALL LETTERS FIELD SERVICES'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LETTERS FIELD SERVICES PURSUANT TO THIS AGREEMENT IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

(c) The limitation of liability set forth in Section 14(b) above shall not apply to (i) liability resulting from Letters Field Services' gross negligence or willful misconduct and (ii) death or bodily injury resulting from Letters Field Services' negligent acts or omissions.

**15. Cancellation.**

- (a) Client may cancel its scheduled session(s), appointment(s), or other individually scheduled Services with Letters Field Services, but only if 48 hours, during business days, advance oral or written notice is provided by Client.
- (b) Cancellations made in violation of the above 48-hour, during business days, advance notice requirement shall result in the forfeiture of the scheduled session, appointment, or other Service, and Client shall be fully bound and obligated to pay the agreed-upon contract price for such Service.
- (c) If Letters Field Services decides to extend the above one-time pass for cancellations made in violation of the 48-hour cancellation policy to cover and apply to additional improper cancellations, such extensions shall not restrict, and shall not be construed to reduce in any capacity, the ability of Letters Field Services to strictly enforce its cancellation policy in the event of future improper cancellations.

**16. Termination.**

- (a) In addition to any remedies that may be provided under this Agreement, Letters Field Services may terminate this Agreement with immediate effect upon written notice to Client, at any time for any reason.
- (b) Client may terminate this Agreement only with advance written agreement by Letters Field Services.

**17. Indemnification.** Client will indemnify, defend and hold harmless Letters Field Services, its members, officers, directors, employees, agents, subcontractors and representatives from and against all losses, damages, liabilities, costs, and expenses including, without limitation, property damage, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased or replacement power or temporary equipment, personal or bodily injury, or death ("Losses"), that may arise pursuant to or in connection with the Agreement or the Services, regardless of whether such Losses are suffered directly by Client or arise pursuant to or in connection with a third-party suit, claim, counterclaim, demand, judgment or other action (each a "Claim") and regardless of whether or not Letters Field Services or any third-party is proportionately negligent with respect to such Losses and/or Claim, provided that Client need not indemnify Letters Field Services for Letters Field Services' obligation, if any, to Client under the remedies described

herein. For the avoidance of doubt and without limitation, this indemnification obligation requires Client to pay any judgments against Letters Field Services or any other indemnified party resulting from any Claim, any court costs of Letters Field Services or any other indemnified party in connection with any Claim, and any reasonable attorneys' fees and disbursements incurred by Letters Field Services or any other indemnified party in Letters Field Services' defense of any Claim. Letters Field Services will have the sole and exclusive right to conduct the defense of any Claim at Client's sole and exclusive cost and expense. Client's indemnification obligation does not depend on the truth or accuracy of any allegations made against Letters Field Services, Client or any third party.

**18. Insurance.** During the Term of this Agreement and for a period of 1 year after the last date of Services performed under the Agreement, Client shall, at its own expense, maintain and carry insurance, in full force and effect that includes, but is not limited to, commercial general liability, and other applicable liability policies, each in a sum no less than \$3 Million per occurrence with financially sound and reputable insurers. Upon Letters Field Services' request, Client shall provide Letters Field Services with certificates of insurance from Client's insurer(s) evidencing the insurance coverage specified. The certificates of insurance shall name Letters Field Services as an additional insured. Client shall provide Letters Field Services with 60 calendar days' advance written notice in the event of a cancellation or material change in any Client's insurance policy. The Parties shall assess and adjust insurance needs and requirements every 6 months or as frequently as the Parties agree.

**19. Waiver.** No waiver by Letters Field Services of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Letters Field Services. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**20. Force Majeure.**

(a) Letters Field Services shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (including, without limitation, the failure to perform any services) when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Letters Field Services including, without limitation, the Client's delay in providing necessary information or approvals to Letters Field Services, failure of the Client to timely make payments or decisions, difficulty obtaining required building permits or other government approvals necessary for the Services, failure in performance by subcontractors that Letters Field Services could not have reasonably foreseen or provided against, loss of key employees or subcontractors due to injury or other reasons Letters Field Services could not have foreseen or provided against, difficulty due to economic or other conditions in hiring replacement for lost personnel adequately skilled to perform to Letters Field Services' standards, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), severe personal illness, or restraints or delays affecting carriers or inability or delay in obtaining supplies of

adequate or suitable materials, or telecommunication breakdown or power outage (each a "Force Majeure Event").

- (b) If any Force Majeure Event prevents Letters Field Services from performance of any of its obligations under the Agreement, Letters Field Services will have the right to
  - i. change, terminate or cancel the Agreement, or
  - ii. omit during the period of the Force Majeure Event all or any portion of the Services due to be performed during that period. If Letters Field Services is unable to provide the total demands for any Services to be performed under the Agreement due to a Force Majeure Event, Letters Field Services will have the right to allocate its available performance time among its clients in whatever manner Letters Field Services deems to be fair and equitable. In no event will Letters Field Services be obligated to purchase services to enable it to perform Services to Client under the Agreement. No change, cancellation or proration by Letters Field Services will be deemed a breach of any clause, provision, term, condition, or covenant of the Agreement.
- (c) Client's obligation to timely pay Letters Field Services does not qualify for relief from a Force Majeure Event.

- 21. **Photography.** Client grants Letters Field Services permission to take photographs and authorizes Letters Field Services and its assigns and transferees to use and to copyright Client's likeness and that of Client's property in print and/or electronically in a photograph, video, or other digital media ("Photos") in any and all of its publications, illustrations, and advertising, including social media and other web-based publications. Client understands and agrees that all Photos will become the property of Letters Field Services and may not be returned. Client irrevocably authorizes Letters Field Services to edit, alter, copy, exhibit, publish, or distribute these Photos for any lawful purpose for which Client waives any right to inspect or approve the publication wherein Client's likeness appears. Client understands that no payment, royalty, fee or other compensation shall become payable to Client by use of the Photos. Client affirms the consent of parent or guardian if necessary.
- 22. **Assignment.** Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Letters Field Services. Any assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.
- 23. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 24. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
- 25. **Laws.** Client hereby warrants and represents that it will comply with any and all Laws with respect to the purchase, use, and operation of any and all Services. For purposes hereof, "Laws" means any national, federal, state, municipal, local (or other political subdivision) or administrative laws, constitutions, statutes, codes, ordinances, rules, regulations, requirements,

standards, policies, or guidance having the force of law, treaties, judgments or orders of any kind or nature whatsoever, including, without limitation, any judgment or principle of common law.

26. **Governing law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of Commonwealth of Pennsylvania.
27. **Mediation.** Letters Field Services and Client will attempt to resolve any dispute in connection with this Agreement on an amicable basis through prompt, good faith discussions and non-binding mediation.
28. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Pittsburgh, Pennsylvania, before a sole arbitrator who will award attorneys' fees and other costs to the substantially prevailing party. JAMS will administer the arbitration. The arbitration award will be in writing and will specify the factual and legal bases for the award. Judgment on the award may be entered in any court having jurisdiction. Notwithstanding anything in this Agreement to the contrary, if either Letters Field Services or Client initiates arbitration before mediation, that party will be responsible for the other party's attorneys' fees and costs of arbitration.
29. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
30. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
31. **Survival.** Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law, Insurance, and Survival.
32. **Amendment and Modification.** This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.
33. **Non-Disparagement.** Letters Field Services and Client agree that neither shall directly or indirectly, make or cause to be made any disparaging, denigrating, derogatory or negative, misleading or false statement orally or in writing to any person, including Clients or prospective Clients, competitors and advisors to the Client, its Affiliates or members of the investment community or press, about the other party, its Affiliates or their respective officers, directors, stockholders, managers, members, partners, employees or agents. Client agrees that Letters Field Services may make mention that Letters Field Services provides the Services to Client on Letters Field Services' website, social media, and other promotional materials.
34. **Electronic Consent.** Client acknowledges that Client's electronic submissions constitute Client's agreement and intent to be bound by the Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including, without limitation, the Electronic

Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act"), the Pennsylvania Electronic Transactions Act, or other similar statutes, **CLIENT HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, APPLICATIONS AND OTHER RECORDS AND ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED WITH INNER SOUL WELLBEING.** Further, Client hereby waives any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means. Client may obtain a copy of the Agreement and these Terms and Conditions of Service by printing them or by contacting Letters Field Services.

- 35. Binding Authority.** Any director, officer, employee, representative, or agent of Client entering into this Agreement hereby represents and warrants that he or she is duly authorized to execute and enter into this Agreement on behalf of Client.

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