

CLIENT AGREEMENT

Effective Date: August 27, 2022

This Client Agreement (“Client Agreement”) governs your purchase of PRODUCTS OR SERVICES, such as coaching services , memberships, books, programs, or workshops, from Legacy Capitals, LLC (“Legacy capitals,” “we,” “us” or “our”), including through our online stores on our websites at www.legacycapitals.com (“Site”) and at <https://academy.legacycapitals.com/> (“Site”), EXCEPT FOR SERVICES ALSO COVERED BY THE LICENSE AND CERTIFICATION AGREEMENT(S). By purchasing Legacy Capitals PRODUCTS OR SERVICES and clicking the “I agree” button at check out or executing a written agreement incorporating these terms, you agree to be bound by this Client Agreement and our website [Terms of Use](#), which are hereby incorporated by reference.

Binding Arbitration. This Client Agreement provide that all disputes between you and Legacy Capitals will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under this Client Agreement (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section 10 below for arbitration agreement details.

1. **Services.** The services Legacy Capitals will provide to you under this Client Agreement are described in our online store and your order form at check out or your written agreement with us. You and Legacy Capitals may agree to vary the services we will provide during the course of the matter.
2. **Service Limitations.** Any expressions by us, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views at the time they are expressed. We will rely on the good faith effort of our clients to provide the necessary time and information to help achieve the objectives of our agreed upon engagement. While the principals of Legacy Capitals are highly skilled professionals, it is important to note that Legacy Capitals’ services do not include the rendering of psychological services and no therapeutic relationship is formed hereby. We do not provide insurance, accounting, legal, cash management, investment, estate planning or other financially related licensed services. Any recommendations by Legacy Capitals having accounting, tax, or legal implications are only suggestions to be reviewed by your advisors who are solely responsible for their own recommendations and work. At your request, we may recommend competent outside professionals for your consideration.
3. **Termination.** You and Legacy may terminate this agreement, without cause, by notifying the other party via email or a letter. Should you decide to terminate this agreement, it will not affect your responsibility for payment for services rendered and expenses incurred in connection therewith prior to the date of termination. In addition, you shall pay Legacy Capitals at its then current hourly rates for time spent and materials expended through the date of termination on any uncompleted work and services, regardless of whether such work, services and materials have been previously invoiced.
4. **Payment; Expenses; Taxes.** On the Site we accept credit and debit cards issued by U.S. banks and other payment and billing methods that may be designated by Legacy Capitals at the time of purchase. If the parties agree to payment through an invoice process, we will provide statements to you during the term of the engagement. We require payment of our statements within 30 days of the statement date. Any outstanding balance for which payment has not been received within 60 days of the statement date will begin to accrue interest charges at a rate of two points (2%) over prime. In addition to the fees outlined at checkout or in a written agreement between us, you will reimburse Legacy Capitals for all approved expenses reasonably incurred by Legacy Capitals in performing the services These items can include airfare, lodging, transportation to and from airports, rental car if needed, tolls, postage, and meals. These matters are in addition to the fees outlined at checkout. You are responsible for all sales, use and all other taxes and duties, however designated, which are levied or imposed on your purchase of Legacy Capitals services. In the event a service is listed at an incorrect price due to typographical error, we shall have the right to refuse or cancel any orders placed for the service listed at the incorrect price. If your credit or debit card has already been charged for the purchase and your order is canceled, we shall promptly issue a credit to your credit or debit card account in the amount of the incorrect price.
5. **Confidentiality.** We pride ourselves on creating a relationship with our clients built on trust. In the course of providing our clients advice, we may receive significant nonpublic information. We hold such information in confidence, and do not release it to others outside Legacy Capitals, except as agreed to by you or as required under an applicable law or governing codes or rules of professional conduct. Absent a compelling legal order, the work you do with Legacy Capitals will be kept confidential. In the event we are served with legal process compelling us to disclose confidential information relating to our Services, we will notify you immediately and will work with you as best we can to protect your interests. At your direction, we will endeavor to remove identifying information from internal family correspondence that will be either compiled or shared with multiple family members. If you would like for us to speak with another professional, you will need to sign and send us a release of information form. This form will state what information is to be shared, with whom, and for length of time. During the course of our relationship you may learn certain non-public information of Legacy Capitals regarding its business, methods and strategies. You agree to keep such information of Legacy Capitals in strict confidence, not to use such

information except as necessary in connection with your use of Legacy Capitals services and not to disclose such information to any third party without the consent of Legacy Capitals. This Section will survive termination or expiration of this Client Agreement for any reason.

6. **Intellectual Property.** Legacy retains all right, title, and interest in and to its proprietary data, materials, tools, documents, processes methods and other information related to, or produced by Legacy Capitals in connection with, the services, and all intellectual property rights therein, including all trademarks, service marks, domain names, copyrights, trade secrets, know-how, patents, inventions, moral rights, software, proprietary data, customer lists, strategic plans, financial data and all goodwill associated with any of the foregoing. Legacy Capitals hereby grants you a limited, personal, non-exclusive, non-transferable, non-assignable license under the Legacy Capitals Intellectual Property Rights to the extent required for you to use the services for your own personal, non-commercial purposes.
7. **Indemnification.** You agree to defend, indemnify and hold Legacy and its affiliates, founder, members, managers, officers, independent consultants, and employees harmless from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorney's fees and expenses), resulting from any claim, judgment, or adjudication against Legacy Capitals arising out of or related to Agreement.
8. **Warranty; Disclaimer.** Legacy Capitals warrants that it will perform all services in a professional and competent manner. EXCEPT AS PROVIDED IN THIS SECTION 8, THE SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS PROVIDED IN SECTION 8, LEGACY CAPITALS DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH REGARD TO THE SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LEGACY CAPITALS OR LEGACY CAPITALS' AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.
9. **Limitation of Liability.** IN NO EVENT SHALL LEGACY CAPITALS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH LEGACY CAPITALS' PERFORMANCE UNDER THIS AGREEMENT, EVEN IF LEGACY CAPITALS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LEGACY CAPITALS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL NOT EXCEED THE AMOUNT OF THE FEES ACTUALLY PAID BY CLIENT FOR THE SERVICE GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE REMEDIES AVAILABLE TO A PARTY FAIL OF THEIR ESSENTIAL PURPOSE. Any claims arising in connection with your purchase of our services or otherwise under this Agreement must be brought within one (1) year of the date of the event giving rise to such action occurred.
10. **Dispute Resolution; Arbitration Agreement.** Any dispute or claim relating in any way to any Legacy Capitals service or otherwise relating to this Agreement will be resolved by binding arbitration. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow this Client Agreement and the Terms of Use as a court would. To begin an arbitration proceeding, either party must send a letter requesting arbitration and describing the claim to the other party. If you are sending an arbitration request letter to Legacy Capitals, such letter shall be sent to the address set forth below. The arbitration will be conducted by one mutually acceptable arbitrator through the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. The arbitration, if in person, will be conducted in Philadelphia, Pennsylvania. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. In addition, you and Legacy Capitals each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration you waive any right to a jury trial. You and Legacy Capitals both agree that you or Legacy Capitals may bring suit in court to enjoin infringement or other misuse of intellectual property rights. YOU AND LEGACY CAPITALS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Legacy Capitals agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of this Client Agreement shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts in the Commonwealth of Pennsylvania. You further agree and expressly consent to the exercise of personal jurisdiction in the courts of the Commonwealth of Pennsylvania in connection with any such claim.

- 11. Miscellaneous.** All matters relating to this Client Agreement or Legacy Capitals services shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions. No waiver of by the Legacy Capitals of any term or condition set forth in this Client Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Legacy Capitals to assert a right or provision under this Client Agreement shall not constitute a waiver of such right or provision. If any provision of this Client Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Client Agreement, which shall remain in full force and effect. This Client Agreement and, if you purchase services through these Sites (EXCEPT FOR SERVICES ALSO COVERED BY THE LICENSE AND CERTIFICATION AGREEMENT(S)), our [Terms of Use](#), constitute the entire agreement between you and us with respect to the Legacy Capitals services. In the event of a conflict between our Terms of Use and this Client Agreement, the terms of this Client Agreement will control with respect to the services you have purchased. Your use of these Sites is also subject to our [Privacy Policy](#). The provisions of this Client Agreement which by their nature should survive the termination of this Client Agreement shall survive such termination. You and Legacy Capitals agree that Legacy Capitals shall perform its duties under this Agreement as an independent contractor. Personnel employed or retained by Legacy Capitals who perform duties related to this Agreement shall remain under the supervision, management, and control of Legacy Capitals.

Contact Information

Please send all questions, comments and notices regarding this Agreement to:

Legacy Capitals, LLC
Attn: Client Agreement
4657 York Road # 571
Buckingham, PA 18912