

Course and Consulting Agreement

Effective Date: January 1, 2022

This Consulting Agreement (the "Agreement") is entered into as of the date the Client purchases the course online.

BETWEEN:

Donna Roggio LLC (DR-LLC), a Pennsylvania Limited Liability Company with a principal place of business located at 720 Edison Furlong Road, Suite 11, Furlong, Pennsylvania 18925.

AND:

The individual or entity purchasing the online course *Fierce Financials & Organization*, referred to herein as "Client."

WHEREAS:

1. The Client seeks consulting services from DR-LLC in connection with financial and organizational planning.
2. DR-LLC agrees to provide such services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Engagement

The Client hereby engages DR-LLC as a non-exclusive independent contractor to render consulting services as specified in Schedule "A." DR-LLC retains the right to perform similar services for other clients without restriction.

2. Scope of Services

The services provided under this Agreement are detailed in Schedule "A." DR-LLC reserves the right to modify the specific nature, structure, and scope of the services (including accountability calls and technical help calls) upon reasonable notice to the Client.

3. Fees, Payment, and Term Commitment

3.1 Program Fee: The Client agrees to pay \$600 per month for the duration of the 12-month term. This fee includes:

- Two (2) coaching calls per month.
- One (1) accountability call per month.
- One (1) technical help call per month.

3.2 Software Setup Fee: A one-time, non-refundable fee of \$2,400 for software setup is payable upon enrollment.

3.3 Payment Terms:

- Payments are processed monthly via automatic billing to the payment method provided at enrollment.
- Payments are non-refundable.

3.4 Non-Cancellation Policy:

- The Client acknowledges and agrees that this Agreement constitutes a binding 12-month commitment. The Client may not terminate or cancel participation during this period.

3.5 Delinquency and Suspension of Services:

- Failure to remit payment within thirty (30) days of the due date will render the account delinquent. DR-LLC reserves the right to suspend or terminate services upon delinquency, with written notice to the Client.
 - Delinquent accounts are subject to a 3% monthly interest charge. The Client shall reimburse DR-LLC for all costs of collection, including attorneys' fees.
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4. Auto-Renewal

Upon the completion of the initial 12-month term, this Agreement will automatically renew on a month-to-month basis unless the Client provides thirty (30) days' prior written notice of termination.

5. Appointment Scheduling

5.1 Monthly Scheduling:

- Calls must be scheduled by the Client and utilized within the applicable month. Unused calls do not carry over.

5.2 Cancellation and Rescheduling:

- Appointments canceled less than 24 hours before the scheduled time will be deemed a no-show and billed accordingly.
 - Rescheduling is permitted with at least 24 hours' notice and is subject to DR-LLC's availability.
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6. Client Responsibilities

The Client is responsible for:

- Scheduling and attending appointments.
- Providing timely and accurate financial data, including spreadsheets.
- Actively participating in the program to achieve intended outcomes.

Failure to meet these responsibilities may impact the services rendered, for which DR-LLC shall bear no liability.

7. Confidentiality

7.1 Definition of Confidential Information: Confidential Information includes, but is not limited to, financial data, business plans, and proprietary materials shared by the Client.

7.2 Use of Information: DR-LLC agrees to use Confidential Information solely for the performance of this Agreement and to take reasonable precautions to protect it.

8. Legal and Tax Disclaimer

DR-LLC does not provide legal or tax advice. The Client should consult licensed professionals for such matters. The Client expressly agrees that no portion of the services shall be construed as legal or tax guidance.

9. Indemnification

The Client agrees to indemnify and hold harmless DR-LLC, its agents, employees, and affiliates from any claims, damages, or losses arising out of or in connection with:

- The Client's business operations.
 - Misrepresentation or inaccurate information provided by the Client.
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10. Limitation of Liability

DR-LLC's liability under this Agreement is strictly limited to the amounts paid by the Client under this Agreement. DR-LLC shall not be liable for indirect, incidental, or consequential damages.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any disputes shall be resolved exclusively in the Court of Common Pleas of Bucks County, Pennsylvania.

12. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all prior agreements. Amendments must be in writing and signed by both parties.

Schedule A: Services

DR-LLC will provide consulting services to assist the Client in organizing financial systems for both personal and business purposes. Services include:

- Evaluating current financial challenges.
 - Developing strategies for improvement.
 - Ongoing accountability and technical assistance.
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Schedule B: Fees

1. **Program Fee:** \$600 per month, billed monthly for 12 months.
 2. **Software Setup Fee:** \$2,400, payable upon enrollment.
 3. **Additional Consulting Time:** \$200/hour, scheduled and prepaid via DR-LLC's booking system.
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Contact Information

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