

Mentorship Agreement

This Mentorship Agreement (this “**Agreement**”), dated as of ENTER DATE (the “**Effective Date**”), is by and between Soul Star Foundation LLC - Rakai’el Webb (“**Mentor**”) and CLIENTS NAME (“**Client**” or “**You**” and together with Mentor, the “**Parties**”, and each a “**Party**”).

WHEREAS, Mentor is in the business of providing mentorship services related to Business Mentorship; and

WHEREAS, Client desires to retain Mentor to provide said mentorship services, and Mentor is willing to perform such mentorship services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mentor and Client agree as follows:

Client-Mentor Relationship

An effective mentorship relationship requires mutual understanding and respect between the Mentor and the Client. That requires the parties to agree to some basic tenets of mentorship, including:

Mentor and Client agree to communicate honestly, to be open to feedback, and to make time and space to participate fully in the mentorship sessions called for hereunder. Client specifically agrees to be open to mentorship.

By participating in the mentorship, you agree to accept personal responsibility for the results of your actions. You agree that the Mentor has not made any guarantees about the results of taking any action, whether recommended during any mentorship session or not. You recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Mentor.

Services

The parties shall engage in 18 calls per month for 6 months mentorship meetings that will last between 60-90 minutes on average each and will be conducted via Zoom. These mentorship meetings must occur within a period of 7 months from the time of this Agreement or they will be forfeited without refund.

Mentor shall also provide Telegram support Tuesday - Thursday from 9-5pm HST to the client in between mentorship meetings.

In addition to the above, client will also receive:

- 1) Recordings of any of the sessions (made by the client).
- 2) Recommendations / homework assignments that can range from energetic, mental, emotional, or physical.
- 5) Unlimited access to:
 - a) The Energetic Hygiene Bundle (for 9 months from the signing of this agreement)
 - b) Astro Empowerment (for 9 months from the signing of this agreement)
 - c) Sound Temple Membership (for 7 months from the signing of this agreement)

NOTE: Access to these courses is only available for 9 months from the signing of this agreement. If the client would like to receive continued access to the courses after this time period has completed, he or she may purchase access at that time for 50% of the offered rate at that time.

Fees

In consideration of the provision of the Services by the Mentor, Client shall either pay a single payment of \$7,888 + 4.71% Hawaii tax, or 6 monthly payments of \$1,333 + 4.71% Hawaii tax, which is due and payable on the date this agreement is signed. Payment to Mentor of such fees shall constitute payment in full for the performance of the Services. The mentorship sessions will begin after the payment is made.

No Refunds

All sales are final, and the Company does not offer any money-back guarantees. You recognize and agree that you shall not be entitled to a refund for any purchase under any circumstances. Should you terminate the Agreement pursuant to the terms set forth in the Termination section below, all unused calls shall be forfeit and non-refundable.

Procedure and Scheduling

Mentor and Client will agree to a mutually agreeable time for the mentorship meetings, and it will be the Client's ultimate responsibility to schedule the mentorship meetings. Mentor will provide instructions for how to access meetings.

Confidentiality

The Mentor shall treat the relationship with Client, as well as all information shared by the Client, as confidential. Mentor shall not disclose the existence of the relationship or any information shared during the mentorship sessions without the Client's written consent. This means that the Mentor will not disclose the Client's name as a reference without the Client's consent.

Client should be aware that a Mentor-client relationship does not give rise to privilege or any other legally protected confidentiality. That means that Mentor could be ordered by a court to disclose information related to the relationship. Mentor will notify Client of any legal request that would implicate Client's information prior to disclosing it but may not be able to oppose disclosing the information.

Confidential Information does not include information: (a) known to Mentor prior to Client disclosing it; (b) that is generally known to the public or in the industry; (c) obtained by Mentor from a third party, without breach of any obligation to the Client; or (d) that is or was developed independently by Mentor without use of or reference to the Client's confidential information.

Use of Public Comments And Praise

To preserve the Client's confidences, the Mentor will not publicly post anything about Client's sessions or mentorship experience on social media or otherwise without the Client's express written permission.

To the extent Client chooses to make any public disclosures about the mentorship experience, whether through social media or other media, the Mentor may reshare that information. This will include the right to reshare the Client's comments, praise, or other disclosure on social media and other online platforms. In other words, if you choose to say anything about the mentorship experience publicly, the Mentor has the right to use those public comments to market and promote the Mentor's business.

This will include any necessary licenses to the copyright in your post and the right to use your name, image, or likeness (to the extent they are attached to your post) to promote the Mentor's business.

Termination

This Agreement shall continue until terminated by one of the Parties. Either Party may terminate the Agreement without cause by providing written notice prior to any ongoing monthly fee payment deadline. In the event of termination under this provision, the Mentor shall continue to provide service through the end of the period for which the fees have been paid.

Limitation of Liability

IN NO EVENT SHALL MENTOR 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 DAMAGE WAS FORESEEABLE AND WHETHER OR NOT MENTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Entire Agreement

This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be 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.

Amendments

No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

Waiver

No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Relationship of the Parties

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.

Dispute Resolution

Each Party irrevocably and unconditionally agrees that any dispute arising under or related to this Agreement shall be resolved exclusively through arbitration to be held in Makawao, Hawaii under the rules of the American Arbitration Association. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such arbitration and agrees to bring any such dispute only in such forum. Each Party agrees that a final judgment by such arbitration is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This Agreement shall be governed by and construed in accordance with the laws of Hawaii, without effect of any conflicts of law provisions.

Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

Client: CLIENT NAME

By _____ Date _____
Name: CLIENT NAME

Service Provider: Soul Star Foundation LLC

By _____ Date _____
Name: Rakai'el Webb