

This services agreement (this "Agreement") is entered into by and between BEYOND SLEEP SOLUTIONS, LLC (the "Consultant") and (the "Client"). Each of the Consultant and the Client hereby agree to the provisions of this Agreement as they apply to the services rendered by the Consultant, as set forth in further detail below. Subject to the terms and conditions set forth in this Agreement, the Consultant agrees to provide to the Client certain infant and child sleep consulting services in accordance with the terms agreed upon by the Client and the Consultant (the "Services").

1. **Payment Terms and Conditions.** The agreed upon compensation due to the Consultant for performing the Services will be set forth in attached proposal (the "Proposal"). Prior to commencement of the Services, all payments shall be made to the Consultant as set forth in the attached Proposal. No refunds will be available once payment has been processed, unless otherwise approved by the Consultant in its sole discretion.
2. **Client Commitment:** The Client agrees to cooperate, in good faith, with the Consultant in connection with the Services, including implementing a sleep plan for their family and any other recommendations provided by the Consultant. The Consultant does not offer any guarantees related to the effectiveness of the Services, but will work diligently with the Client and any related caregivers to achieve the Client's sleep goals for them and their family.
3. **Disclaimer:** The Client acknowledges and agrees that the Services are not medical advice and are not intended to replace or supplement the medical advice received by the Client. Any advice provided by the Consultant in connection with the Services is for informational purposes only and is intended for use with children with common sleep issues that are unrelated to medical conditions. The Client is advised to consult with and get approval from their child's pediatrician prior to implementing any sleep plan in connection with the Services, and the Client should always seek the advice of a physician or other medical professional in connection with any questions the Client may have regarding a medical condition or the health and welfare of their child.
4. **Relationship of Parties.** This Agreement shall not constitute an employer-employee relationship, and it is the intent of each party that the Consultant and its employees shall at all times be independent contractors. For the avoidance of doubt, Consultant is not a medical professional, Consultant's advice to Client is not medical advice, and no physician-patient relationship shall be created by this Agreement or the Consultant's performance of the Services.
5. **Intellectual Property Notice:** The information and materials provided by the Consultant in connection with the Services, including, but not limited to, schedules, sleep plans or other materials, including, but not limited to, visual aids, may not be reproduced, republished, or transmitted in any form or by any means without the Consultant's express written consent.
6. **Confidentiality:** In performing the Services pursuant to the terms of this Agreement, the Consultant may obtain confidential and/or personal information regarding the Client ("Confidential Information"). The Consultant agrees to maintain the highest standard of confidentiality and respect for the Client's personal matters and will not disclose any such Confidential Information without the Client's prior written permission. The Consultant will obtain Client's prior consent before posting photos or videos of the Client and/or its family on social media or in other marketing materials.
7. **Limitation of Liability and Release:** The Consultant shall not be liable to the Client for any claims, losses, injury, indirect, incidental, special or consequential damages as a result of the Services, whether such claim alleges breach of contract, tortious conduct, negligence or any other theory. The Client hereby agrees, on behalf of itself, its successors and assigns, to waive and release the Consultant, its employees and representatives from any and all claims of liability, loss, damage, injury, or other demands for compensation in connection with the Services.
8. **Entire Agreement.** This Agreement, together with the Proposal, represents the entire agreement between the parties and may only be amended or modified by an instrument in writing signed by both parties.
9. **Governing Law:** This Agreement is governed by and shall be construed, enforced and interpreted in accordance with the laws of the State of Florida.

