

KOLLIDE CLIENT CONTRACT

This Kollide LLC Client Contract ("Contract") is entered into by and between the parties identified in Section I, below, on this the ____ day of ____, 20____.

SECTION I . PARTIES

The parties to this Agreement are as follows:

_____ (herein referred to as "Guardian");

Guardian as noted above will be the responsible party for payment of services chosen in this contract.

Kollide LLC, an Alabama limited liability company (herein referred to as "Kollide");

The term "Client" as used herein shall refer to Guardian of student at the time of execution of this Agreement; and

SECTION II . PRELIMINARY RECITAL

Client has requested that Kollide arrange for student to receive educational services (herein referred to as "Coaching," regardless of the actual form or substance of such services). In consideration for Kollide acting upon this request, Client makes the following agreements, promises, representations and covenants.

SECTION III . BILLING

Client agrees to enroll for Kollide services and agrees to pay the then current rate for services as advertised on the current pricing plans displayed on Kollidelife.com.

_____ Initial

Client is free to discontinue services at any time; however, all hours purchased as part of a Coaching Plan are non-refundable. Hours associated with a Coaching Plan must be used within the single calendar month to which they relate, and unused hours will not rollover or be credited to future months.

_____ Initial

In order to change, modify, or discontinue any service, client must submit the [Kollide Change Request form found online at Kollidelife.com](#) and do so in accordance with the specifications and timelines referenced elsewhere in this agreement.

_____ Initial

All plans are required to be PRE-PAID. All coaching must be conducted within times and days designated by Kollide as available. No guarantee is made that Client will be able to schedule use of all purchased hours within the times and days designated as available by

Kollide, prior to expiration of the purchased hours. Client assumes this risk and is therefore encouraged to schedule use of hours early within the usage period applicable to purchased hours, to avoid scheduling dilemmas which may result in the expiration of unusable purchased hours.

____ Initial

No refunds or make-up sessions will be provided for coaching sessions not conducted due to Student's absence – even when prior notice is provided. Client is paying to reserve time slots and will be charged for those time slots whether they are used or not. Exception to this clause, please see COVID-19 Safety & Scheduling section.

____ Initial

Client agrees to manage, plan and schedule their sessions as early as possible and understands that without exception no session can be scheduled within 48 hours. The Client also agrees to arrange a schedule through Kollide by completing the schedule form online at kollidelife.com. Kollide will confirm each month's schedule via email.

____ Initial

Client understands that a scheduling fee may be charged on any sessions less than 48 hours ahead of time.

____ Initial

Client agrees that the cancellation of a session within 48 hours of the scheduled session will result in the forfeit of that session and no credits will be provided. Exceptions to this clause will be made in the event of an emergency, with proper documentation (for example: a doctor's excuse.)

____ Initial

Academic Coaching Plans will automatically renew each month unless the Client cancels their plan and provides Kollide notice to cancel prior to the 20th or next business day thereafter of the preceding calendar month. If Kollide does not receive a notice of intent to discontinue services prior to the 20th or next business day thereafter day of the calendar month, Kollide will continue to bill Client for the subsequent month, and Client will be responsible for the charges.

____ Initial

Client may request a change in Academic Coach at any time; however, Kollide is not responsible for refunding money paid for coaching sessions already conducted.

____ Initial

COVID-19 Safety: Client agrees to follow all then current COVID-19 safety guidelines outlined by the Centers for Disease Control and Prevention (CDC) and the Alabama Safer at

Home Orders. Client agrees to self-report a positive COVID-19 test of anyone in the household as well as potential exposure to COVID-19. If positive or exposed, the client agrees to follow CDC guidelines for self quarantine. Remaining academic support hours for the month will be rolled over for use after the quarantine period and a negative COVID-19 test have been met. Kollide will not document or keep any information pertaining to a client's health information. Kollide is not responsible for any breach of health information pertaining to COVID-19.

_____ Initial

SECTION IV . OTHER RESPONSIBILITIES

Client shall be responsible for ensuring the well-being and safety of Student while working with any Academic Coach arranged by Kollide (a "Coach"). Client shall be responsible for ensuring proper behavior by Student while working with a Coach. Client shall use Client's own judgment to determine the best manner in which to meet Client's responsibilities hereunder.

If coaching sessions are conducted in a public place, Client may elect to remain with Student during coaching sessions, if Client desires for any reason, or if Client believes Client must do so in order to discharge Client's responsibilities hereunder. If coaching sessions are conducted in a non-public space, including, but not limited to, a home or private office, Client shall ensure that a responsible adult, other than the Coach or other Kollide employee, (at least nineteen (19) years of age) is present to chaperone and observe the entire coaching session. Coach may refuse to commence a coaching session if no adult is present in such a private location and may stop the session and leave the premises if the adult chaperone leaves the premises during the session. Client shall be responsible for the full cost of any coaching session cancelled or terminated early as a result of a lack of full adult supervision in a private place or as a result of behavior judged by Coach to be inappropriate.

Client agrees to indemnify and hold harmless Kollide, its subsidiaries, shareholders, officers, directors and agents from and against all damages, losses, costs or liabilities, including attorneys' fees, arising from or relating to wrongful acts or omissions of Student, breach of any of Client's responsibilities as described herein, occurrences or claims inconsistent with the understandings and agreements stated herein or actions undertaken by any party to enforce rights granted it herein.

SECTION V . PRIVATE SITE

Certain provisions applicable to the rendering of services to Student in a non-public location are contained in Section IV of this Agreement. In addition to those provisions, Client agrees that if services are to be rendered in such a location, the specific location at which such services shall be rendered is specified in the space provided below:

Site 1 Address:

Site 2 Address:

Site 3 Address:

Specific Location at Site 1
(Dining Room, Family Room,
Etc.):

Specific Location at Site 2
(Dining Room, Family Room,
Etc.):

Specific Location at Site 3
(Dining Room, Family Room,
Etc.):

THIS AGREEMENT IS EXECUTED BY THE PARTY BELOW, TO ACKNOWLEDGE THEIR READING, UNDERSTANDING AND ACCEPTANCE OF, AND THEIR AGREEMENT TO BE BOUND BY, THE TERMS HEREOF.

CLIENT/GUARDIAN:

Date:
