

CONFIDENTIAL – FOR INTENDED RECIPIENT ONLY

CEL-TRANSFER INDIVIDUAL PROCEDURE

INTENDED CLOSURE DATE: December 31, 2020

The Individual Entity CEL-Transfer procedure commences upon fulfilment of CEL-Transfer Standard process, with following waivers for Client ID CEL5A02 [Benir Pierre, Intuitive Life Coach, LLC]:

1. Full and final Financial Settlement on or before following dates
 - a. December 03, 2020: \$899.00 towards Invoice SII20000095
 - b. December 10, 2020: \$899.00 towards Invoice SII20000111
 - c. December 17, 2020: \$899.00 towards Invoice SII20000137
 - d. December 17, 2020: \$139.50 towards Invoice SII200000125*
 - e. December 17, 2020: \$250.00 towards Invoice SII200000131***
 - f. VC needs to sign a No-Refund Claim on or before December 10, 2020**

* Only 2 Unit Weeks were submitted by SIPL, hence reduced from \$279 to \$139.50. All amounts were due in advance, due to special circumstances post-payment has been approved and enabled.

** An exceptional cancellation arrangement has been approved and agreed to Exclusive Global Success Partner, not requiring retrospective public fee upon understanding that the VC will clear all the above dues as scheduled. All payments made up to December 17, 2020 will be covered by No-Refund Claim Agreement. Both SIPL and BP, ILC, LLC will claim no further transactions, refunds or fee after the full and final settlement.

***VC is paying \$1050 in 10 Instalments towards Production, Direction, Promotion and Management of Heal Thyself Summit. Due to contract cancellation arrangement, upon termination of payments in December 2020, \$250 remains outstanding towards remaining 2 instalments.

CEO NOTE: ONCE ABOVE PAYMENTS ARE COMPLETED AS PER SCHEDULE, VC WILL BE RELEASED FROM THE CONTRACT EFFECTIVE FROM DECEMBER 31, 2020. ANY SERVICES HAND-OVER LISTED BELOW WILL CONTINUE DESPITE THE CONTRACT ENDING AS SIPL IS COMMITTED TO HELP THE VC AND THEIR TEAM BE TRAINED AND ABLE TO USE ALL RESOURCES WITHOUT ANY HICCUPS. WE WILL DO OUR BEST TO PROVIDE MAXIMUM POSSIBLE SUPPORT WITHIN OUR WORK HOURS. WE HAVE APPROVED 3 ADDITIONAL SESSIONS AT NO FEE. SHOULD CLIENT NEED FURTHER SESSIONS, WE ARE HAPPY TO EXTEND 60% WAIVER ON 2 MORE SESSIONS AND THEN THE STANDARD FEE WILL APPLY ON ANY SUBSEQUENT SESSIONS. WE ARE CONFIDENT, IF THE PROCESS IS FOLLOWED AS LISTED, VC MAY NOT NEED ANY ADDITIONAL SESSION OR MAXIMUM 1 OR 2 ENTIRELY OUT OF THEIR PREFERENCE FOR MORE SUPPORT/TRAINING BUT NO REQUIREMENT FROM SIPL. BOTH PARTIES REMAIN BOUND TO NON-DISCLOSURE OF EXCLUSIVE PRICING AND SERVICES, EVEN AFTER CONCLUSION OF THE CONTRACT.

NOTE: We secure all assets by an Internal CEL-CON feature. Should you terminate any access outside this procedure, we cannot follow this process in a safe and complete manner until you restore all access as original setup in our CEL-CON and agreed during the contract as per Service Terms.

2. Asset Transfer (Entity originals and approved work-product from SIPL)

- a. **Social Media:** Standard Process applies. This schedule will be followed for release and hand-over. VC must follow steps given in order for SIPL to honour this schedule.

<u>Platform</u>	<u>Release Date</u>	<u>Handover Date</u>
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Global Team Locations: Australia | India | USA | Canada | Europe

Instagram	December 03, 2020	December 10, 2020
Pinterest	December 08, 2020	December 09, 2020
Tumblr	Was not accessed	Does Not Apply
LinkedIn	December 11, 2020	December 14, 2020
Twitter/Periscope	December 14, 2020	December 19, 2020*
Facebook Groups	December 14, 2020	December 19, 2020*
Facebook Page	December 15, 2020	December 21, 2020*
YouTube Channel	December 15, 2020	December 21, 2020*

* Should VC wish to broadcast Self, God, Money to complete the full production services worth \$2799 with a special 100% waiver, for remaining 4 episodes SIPL will need access to Facebook, YouTube and Twitter/Periscope to push the LIVE Stream. During this period SIPL will perform no other functions on these platforms. VC's team/sub-contractors can continue to publish on these platforms, however, if more than total 2 posts in a day are made by both VC's team, VC or SIPL Facebook Platform may trigger violation alerts. We highly recommend posting only once a day for this period. If the SGM will go ahead, we recommend December 16, 23, 30 of 2020 and January 06 of 2021 or December 16 and 23 of 2020 and Jan 06 and 13, 2021 for these broadcasts. During this period, SIPL will only access the platforms on December 14, 21, 28 and Jan 04 or December 14, 21 and Jan 04, 11 for Promotion and on the broadcast date to publish and manage the LIVE Stream. If VC wants the LIVE stream to play on the website as well, we will need continued admin access to the website until these dates. SIPL will restrict it's teams access on all other dates in presence of at least one Board Member and One Team Member of SIPL with CEL-CON Entries marked for each access. In such case, SIPL will begin combined release of Facebook Groups, Facebook Page, Twitter/Periscope and YouTube on Jan 07 or Jan 14, depending on schedule selected by VC and hand-over will complete on Jan 19, 2020 or before. There will be no additional charges required from the VC for availing the production services for SGM Only, beyond Full and Final Settlement listed above.

3. **Brand Assets:**

- a. **Brand Collateral:** VC has requested urgent transfer of Brand Assets especially Brand Logo and Brand Collateral. These have been marked for priority release on December 18, 2020 with a confirmed handover on the same day.
- b. **Website:** A current public version is already available, and any hidden pages are also configured. Training in Step 7 a (i and ii) will cover the design training part. Should VC choose to have the 2nd Design delivered for review, we can deliver it by December 23, 2020. This includes any review and edits VC may request. Please note, the 2nd Design is first going to be created on a second URL and upon approval recreated on actual domain. The domain will be on COMING SOON page for 3 working days during this recreation as our team will work day and night to recreate the approved version, as there is no simple way to transfer design from one domain to another.
- c. **Hosting:** As soon as the Web Design and Landing Page are delivered, Hosting access can be released within 24 hours and it only takes maximum additional 24 hours for the release and hand-over to complete. Once released we will not be able to assist with any web-design, landing page and/or GetResponse work.

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- d. **Work-Product Assets:** All work-product Assets that are BP, ILC, LLC property will be shared and moved on December 18, 2020 with a confirmed handover on the same day. VC will have 7 working days to download all assets.
 - e. **Back-up:** SIPL will guide the Entity with Social Platform and Website Backup where available by the platform. From this point, Entity will be responsible for regular backup. **Please book a 30 Min session here, no fee applicable - <https://calendly.com/s/HIRI8LSJ>**
 - f. **Security Scan:** SIPL will guide the Entity with standard security scans. SIPL's internal security and scans will cease from this point. It is up to the Entity to hire or buy any other security services. From this point, Entity will be responsible for security scans. **This can be covered in above session.**
 - g. **Third-Party Sharing:** Some assets and resources are shared by SIPL with the third parties (Entity's contractors, sub-contractors, employees, family or any other person listed by the entity). As per our Service Terms, if a third-party has EDIT level access, the Entity has agreed to release SIPL from any asset security warranties. Where possible, SIPL will always do it's best to protect all assets but cannot provide a warranty or guarantee of success in a third-party shared environment where the third party has more than view/read-only access.
- 4. License Replacements (Corporate SIPL Licenses replaced by Entity Individual Licenses):**
- a. **Replacement:** Any third-party licenses that SIPL installs as part of Corporate Licensing with its own providers will be removed from Entity assets. SIPL will advise and support with obtaining replacement licenses where possible. Entity will be responsible for their purchase and renewal from this point. In case of CEL5A02, should the VC wish to receive 2nd Site Design, we need continued access until Jan 04, 2021. A 2nd Design can be made available for review before December 25, 2020 and necessary edits can be completed between Jan 02 to Jan 04, 2021 with no extensions required by SIPL. Right after this, we can assist with License Changeover. **Please book a session here accordingly - <https://calendly.com/s/aQEINbMc>**
 - i. Chose after Jan 04 if you wish for new design to be delivered
 - ii. Chose any date available if you do not want the new design delivered
 - b. **Configurations:** Any third-party license configurations and setup support will cease from SIPL, however SIPL will provide ways to reach the relevant license provider for support and renewals. Entity will be responsible for their dealings

with the third party. This requires a dedicated 1 Hour session, **please book here per your convenience.** <https://calendly.com/s/QVtXKnq4>

c. **Other Assets:**

- i. **Videos:** Raw videos will be released as part of Step 3b, however if VC requires us to edit any videos for uniform branding, we will be able to deliver these 7 working days after the final show production.
- ii. **GetResponse:** This will depend on VC's choice, if they wish to receive a ready landing page, we need access until December 31, 2020. The Website cantered (non-GetResponse version) is already on the website, and if VC wishes this to be edited we will be able to complete this by December 25, 2020 or sooner if VC is satisfied with the design we present between December 15-20.

5. **Video Recording of Hand-Over Confirmation (via Entity Screen Share):** Upon completing the hand-over, Entity is required to log-on to all the assets, and video record a confirmation with each screen showing that they have received full control of the assets. This will depend on above process completion so we will work with VC to organize a date accordingly.

6. **Release Agreement Signing:** Upon completing the video recorded hand-over, all parties must sign a Release Agreement on the spot. **This will happen on the same date as Step 5.**

7. **Goodwill Benefits:**

- a. **Training:** SIPL will offer and provide essential trainings so that the Entity can update and maintain their assets independently. Some trainings will be recorded while others may not be recorded depending on use of SIPL policies. SIPL is not responsible for any third-party product/service processes and will only give guidance on best effort basis. Entity must consult the third-party provider for their specific products and services. We recommend following training sessions:
 - i. **Jupiter Visual Editor:** Recommend 1.5 hour session
 - ii. **Plugin Management Session:** 15 Minutes, can be covered in above.
 - iii. **Facebook and YouTube Compliance Session:** Recommend 30 Min session
- b. **Grace Support:** SIPL will provide basic and essential support for a grace period of up to 10 working days after the hand-over. Limitation of support will depend on

access available, resource license terms and boundaries. SIPL takes no responsibility for the accuracy of this support in absence of access and will work on best-effort principle. SIPL is not responsible for any technical errors or cost to the Entity during this support.

8. Limitations:

- a. **Support Boundaries:** Support will be made available on best-effort basis, in compliance with the license terms of resources for which support is needed and internal SIPL policies. We will not be able to extend support for any product/service that we are not official affiliates/licensees of. Support will only be available via booking and as per SIPL team availability.
- b. **Post-Release Accountability:** Entity must confirm on each support occasion that they release SIPL of any responsibility for the outcome of the support process.
- c. **Third Party Access:** Once any third-party has access of EDIT/REMOVE/DELETE/MODIFY level to Entity resources, during or after the contract period, SIPL is not responsible for the integrity of assets and resources as per our Service Terms. In providing any grace support or post grace period support, if third-party access is required for SIPL, Entity will need to organize so accordingly to receive support. Once contract ends, SIPL becomes a third-party and can only provide support within its Service Terms limitations and licenses implications of the product/service in question.

IMPORTANT: This is the Individual CEL-Transfer process followed for CEL5A02. If followed completely this process should complete as dates listed above depending on the choices made by the VC. Upon completion of payments SIPL will not seek any fee after December 31, 2020 as listed in this process. Any additional sessions beyond the scope of this document will be charged if VC seeks support after the relevant dates and sessions listed above.

Szebastian Inspire Private Limited / Szebastian.com is committed to provide you best-effort support during the CEL-Transfer however as this requires detailed technical steps and tests, you are requested to be patient with our Technical, Compliance and Service Teams in order to enable them to complete this process efficiently for you. **A standard CEL-Transfer completes within 15-28 days upon full and final financial settlement.**

Any goodwill arrangements and offers will be listed in your individual CEL-Transfer Document upon agreeing and signing this CEL-Transfer process. We prioritize prompt transfer however it

entirely depends on our availability and cooperation with the process. We are proud to say our CEL-Transfer stands at 100% Success to date. **We send and initiate Induvial CEL-Transfer within 24 hours of signing of this process.** We will prioritize important assets to enable smooth transition for the Entity where possible. **We request the VC to review this document carefully and if any item has been left out, please point it to us for clarification or amendment before signing the document.**

ENTITY DECLARATION:

I, _____ have read, understood, and agree to the CEL-Transfer process and request you to send me Entity CEL-Transfer listing for _____ (Project ID). I will clear all dues as agreed and cooperate with the process as required.

Select an answer any one below:

1. I authorize _____ to receive any relevant training and support.
2. I, _____ will receive any relevant training and support myself.

I can be contacted as below during this process and the grace period –

Phone _____

Email _____

I do not have any refund claims for the services received up to the point of hand-over.

_____ (Signature)

_____ (Date)

_____ (Company)

_____ (Title)