

CLIENT AGREEMENT

This Client Agreement ("Agreement") is entered into on _____ by and between _____ ("Client") and UPPER ECHELON MATCHMAKING, LLC DBA UPPER ECHELON EXPERIENCES, a Georgia limited liability company ("Owner"), for luxury companionship services including a non-romantic presence and/or social engagement at events, during travel, and/or private hosting (collectively hereinafter referred to as "Services").

RECITALS

WHEREAS, Client desires to engage Owner for the provision of Services;

WHEREAS, Client is sui juris, having full legal capacity to act on one's own behalf, and represents that he/she has the requisite physical fitness, mental and emotional stability, and good judgment to participate in the aforementioned Services and does not suffer from any physical or psychological conditions that would prevent safe participation in the Services. Client represents that (s)he will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Services provided while engaging in the same.

WHEREAS, Client will receive Services from Owner and will cooperate with Owner regarding the provision of Services, and Owner is willing to provide the Services to Client, pursuant to the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises of the parties, the receipt and sufficiency of which are hereby acknowledged, Owner and Client, for good and valuable consideration, agree as follows:

1. Project / Work / Service Provided. Owner agrees to provide the services listed in this Agreement as more specifically described below for Client ("Services"):

2. Dates of Performance. Client will receive services from _____ until _____ ("Date"). Time is of the essence and the Date is a material term of this Agreement.

3. Compensation. Client agrees to pay Owner \$ _____ for the Services received pursuant to this Agreement. Client shall be responsible for any amounts in excess of the amount stated above that are beyond the scope of the Services received.

4. Cancellation. The Client may, without any further obligation or penalty, (i) cancel any of the Services in this contract which have not been provided by the Owner by the specified date

Owner's initials: _____

Client's initials: _____

and/or (ii) cancel, at any time, any of the Services in this Agreement which have not yet been provided by the Owner. Upon such cancellation, no refund will be due to the Client.

5. Insurance. Client shall purchase and maintain a general liability insurance policy with a minimum coverage of \$2 million, naming LaShae Primus as an additional insured. A certificate of insurance must be provided to the Owner, due ten (10) days before the Date the Services are to be received. Failure to provide proof of insurance by the Date will result in the cancellation of this Agreement.

6. Safety. Client shall be responsible for the prevention of accidents or injuries to him/herself during the performance of the Services. Client agrees to exercise all precautions necessary to prevent accidents to him/herself. Client will comply with all specific health and safety requirements of the Federal Occupational Safety and Health Act, and any other applicable authority during the performance of the Services. Client also agrees to defend at his/her own expense and be responsible for penalties of any nature assessed by such agencies for non-compliance by him or herself. Owner's failure to stop any unsafe practices of Client shall not relieve Client of its responsibility therefore.

7. Indemnity. Client agrees to hold harmless and defend Owner from all liability, including, but not limited to, all costs, claims, demand, fees, charges and judgments which arise out of or result from the negligence or intentional actions or omissions of Client during the receipt of the Services hereunder.

8. Waiver. Failure of the Owner to insist upon strict compliance of any of the provisions of this Agreement shall not constitute a waiver of any violation.

9. Arbitration. The Owner and Client agree that, if any controversy or claim arising out of or relating to this Agreement cannot be settled through direct discussions, they shall endeavor first to settle the controversy or claim by a mediation administered by Miles Mediation & Arbitration in Atlanta, Georgia under its applicable rules. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY MILES MEDIATION & ARBITRATION SERVICES IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF. THE MILES RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE AN ARBITRATOR LICENSED TO PRACTICE LAW IN GEORGIA OR A RETIRED GEORGIA JUDGE. THE PARTIES AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

10. Controlling Law.

a. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA APPLICABLE TO CONTRACTS ENTERED INTO AND FULLY TO BE PERFORMED THEREIN TO THE EXTENT THE ARBITRATION PROVISIONS OF THIS AGREEMENT ARE NOT ENFORCED OR COURT PROCEEDINGS ARE OTHERWISE REQUIRED, COMMENCED OR MAINTAINED, THE PARTIES CONSENT AND AGREE TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS HAVING JURISDICTION OVER FULTON COUNTY, GEORGIA, WITH RESPECT TO ANY ACTION THAT ANY PARTY DESIRES TO COMMENCE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY BREACH OR ALLEGED BREACH OF ANY PROVISION OF THIS AGREEMENT, AND ALL PARTIES WAIVE ANY OBJECTION AS TO IMPROPER VENUE OR THAT ANY STATE OR FEDERAL COURT OF GEORGIA IS AN INCONVENIENT FORUM.

b. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and in the event of any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail and the provision of this Agreement affected thereby shall be modified only to the extent necessary to bring it within legal requirements, such provision shall be deemed stricken and severed from this Agreement and the remaining terms of this Agreement shall continue in full force and effect.

11. No Rule of Construction Against the Drafter. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting parties shall not be applied to the interpretation of this Agreement.

12. Non-Competition. By and in consideration of the Owner entering into this Client Agreement and the payments to be made and benefits to be provided by the Owner hereunder, and in further consideration of the Client's exposure to the Confidential Information of the Owner and its Contractors, the Client agrees that the Client shall not, except as otherwise provided herein, during the Dates of Performance and for two (2) years thereafter (the "Restriction Period"), directly or indirectly, contact, own, manage, operate, join, control, be employed by, or participate in the ownership, management, operation or control of, or be connected in any manner with, including, romantically or platonically, without limitation, holding any position as a principal, agent, owner, stockholder, director, officer, consultant, advisor, independent contractor, employee, partner, or investor in, any of the Owner's Contractor's or in any Restricted Enterprise (as defined below). For purposes of this paragraph, "Restricted Enterprise" shall mean any Person that is actively engaged in any business which is either (i) in competition with the business of the Owner conducted during the preceding six (6) months (or following the Dates of Performance, the six (6) months preceding the last Date of Performance), or (ii) proposed to be conducted by the Owner or any of its Affiliates in the Owner's or Affiliate's business plan as in effect at that time (or following the Date(s) of Performance, the business plan as in effect as of the last Date of Performance).

13. Entire Agreement. The Agreement constitutes and represents the entire agreement between the Owner and the Client, and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature, whether oral or written, between the parties relating to the work to be performed hereunder. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Agreement is not for the benefit of any other person, and no other person shall have any right under the Agreement against either party. This Agreement may not be amended except in writing signed by the Owner and the Client.

14. Severability. Should any court of competent jurisdiction hold any provision of this Agreement invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

15. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original copy, and may be enforced as such.

16. Electronic Signatures. The parties agree that this Agreement, including signatures on this Agreement, shall be deemed original and enforceable regardless of the format upon which one or more provisions of this Agreement and/or regardless of the separate or number of copies upon which one or more signatures on this Agreement are created and/or received, including, but not limited to, original written copies, printed copies, or copies of signatures provided electronically by analog, digital, electronic, telephone, magnetic, mechanical, optical, chemical, electromagnetic, electromechanical, electrochemical, or other similar means as sent by mail, courier, delivery service, telephone, facsimile, telegraph, Internet, or other similar means.

IN WITNESS WHEREOF, Owner has caused this Agreement to be executed by its duly authorized representative and Client has caused this Agreement to be executed under seal as of the date first written above.

UPPER ECHELON:

Signature

Printed Name: _____

Title: _____

Date: _____

CLIENT:

Signature

Print Name: _____

Date: _____