



COACHING TERMS OF SERVICES

DESCRIPTION OF COACHING

Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional, or business goals and to develop and carry out a strategy/plan for achieving those goals.

COMMUNICATIONS

The Client agrees to only utilize the Notion platform to communicate with the Business Coach. The Business Coach also agrees to respond within three days within the business hours posted in this contract.

COACHING RELATIONSHIP

A. Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation “(ICF)”. www.coachfederation.org/ethics. It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.

B. Client is solely responsible for creating and implementing his/her physical, mental, and emotional well-being, decisions, choices, actions, and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. The client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

C. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

D. The client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including business management, business relationships, and education. The Client agrees that deciding how to handle these issues, incorporating coaching principles into those areas, and implementing choices is exclusively the Client's responsibility.

E. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If the Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

F. The Client understands that to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance, and create the time and energy to participate fully in the program.

2. SERVICES

The parties agree to engage in a weekly coaching program by meeting online in a video call for an hour per week on the Notion platform. The Coach will not be available in person, by phone, or by email. If the Client is actively working with the Coach and has prepaid services due, The Coach will be available via the Notion Chat Messaging System and will respond within three days within the business hours posted in this contract.

If the Client has enrolled in one-time services or for one session, the Coach will not be available via chat anytime outside the hourly session. Once the hourly session is completed, the Client must rebook a Session to access the Coach. Should the Client require additional time or services than provided within this contract, the Coach will be available at the hourly rate of \$300/hour. The Client can freely book additional sessions as needed on a pay-as-you-go basis.

3. FEES & REFUNDS

This coaching agreement is valid as of the start date of this contract. The hourly fee for the Coach's services is \$300. The Client can cancel this contract for a full refund within 10 days of this contract's start date. Past the 10 days from the contract start date, there are no refunds available for any payments at any time during this contract.

4. PROCEDURE

The time of the coaching meetings will be determined by the Client. The Client will book meetings online using the Calendly link provided. The Client will initiate all scheduled calls.

5. CONFIDENTIALITY

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality outlined in the ICF Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions), and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information about the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

6. LIMITED LIABILITY

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations, or warranties of any kind or nature, express or implied concerning the coaching services negotiated, agreed upon, and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential, or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

7. ENTIRE AGREEMENT

This document reflects the entire agreement between the Coach and the Client and reflects a complete understanding of the parties concerning the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered, or supplemented except in writing signed by both the Coach and the Client.

8. DISPUTE RESOLUTION

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to (a certain amount of time such as 30 days) after notice is given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

9. WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. MISSED MEETINGS

The Client is responsible for booking and attending the weekly meetings. The Client may reschedule meetings as needed. If the Client fails to cancel, or reschedule a meeting and/or does not show up to the meeting, the Client will not receive reimbursement for the cost of the missed meeting. The Client can reschedule meetings up to 1 hour before the meeting. If the Client reschedules the meeting less than an hour before the meeting time, it will be considered a missed meeting. The Client will not receive refunds or reimbursement for any meeting rescheduled less than 1 hour before the originally scheduled time.

11. APPLICABLE LAW

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina without giving effect to any conflicts of law's provisions.

12. COACHING RESULTS

The purpose of this Coaching service is to assist the Client in setting up and/or launching a business by providing the Client with education and guidance on practical systems to facilitate this goal efficiently. In no way are the Coaching services intended to help a Client gain sales, or revenue or achieve any particular financial results. The Coach accepts no liability for the Client's

sales, revenue, and/or the success of the business or website directly or indirectly, or consequently.

13. CLIENT RESPONSIBILITY

Clients need to be aware that the Coach's systems and strategies are geared toward helping facilitate progress in the Client's goals, but ultimately, the Client agrees that he/she is responsible for their success.

Every effort has been made to accurately represent this product and service and its potential. There is no guarantee that the Client will earn money using the techniques and materials provided by the Coach. The earnings potential is entirely dependent on the person using this product or service.

The level of success in attaining results using The Coaches' products, services, or coaching sessions depends on the time that the Client devotes to the program and The Client's application of the knowledge and various skills. The Coach cannot guarantee the Client's success of income level. The Coach is not responsible for the Client's actions.

This program and coaching sessions are strictly for educational purposes ONLY. The Client accepts and agrees that the Client is 100% responsible for their progress and results from the program, materials, and coaching sessions. The Client understands that because of the nature of the program, the results experienced by each Client may vary significantly. Client acknowledges that as in any business endeavor, there is an inherent loss of capital and there is no guarantee that the Client will reach their goals as a result of their participation in the program. The Coach assumes no responsibility for errors or omissions that may appear in program materials.

14. INTELLECTUAL PROPERTY

The Company's/The Coaches program is copyrighted and original materials that have been provided to the Client are for the Client's individual use only and a single-user license. The Client is not authorized to use any of the Coaches' intellectual property for business purposes. All intellectual property including the Coach's copyrighted program and/or course materials shall remain the sole property of the Coach. No license to sell off or distribute the Coaches' material is implied. By signing this contract the Client agrees not to infringe any copyright, patent, trademark, trade secret, or intellectual property rights.

15. ADDITIONAL AGREEMENTS

The Client agrees to arrive three minutes early to meetings. Should the Client arrive late, the Client will not be reimbursed for the time missed. The Client agrees to turn off cell phones or other distractions during the meeting. The Client agrees to complete tasks assigned by the Coach before attending the following meeting.