



## COACHING CONTRACT

Please read carefully. By purchasing this product you (herein referred to as "Client") agree to the follow terms stated herein.

## PROGRAM/SERVICE

CoachingUP (herein referred to as "Company") agrees to provide COACHING SERVICES (herein referred to as "Program") identified below. Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

## DISCLAIMER

\_\_\_\_\_ (herein referred to as "Consultant" or "Coach") and Company, is not an employee, agent, lawyer, doctor, manager, therapist, public relations or business manager, registered dietician, or financial analyst, psychotherapist or accountant. Client understands that Consultant has not promised, shall not be obligated to and will not; (1) procure or attempt to procure employment or business or sales for Client; (2) perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (4) act as a public relations manager (5) act as a publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for Client; (6) introduce Client to Consultant's full network of contacts, media partners or business partners. Client understands that a contractual relationship does not exist between the parties after the conclusion of this program. If the Parties continue their relationship, a separate agreement will be entered into.

## FEES

The fee for the Coaching Program has the following option:

Purchase of coaching time in advance using the payment interface at [www.coachingup.us/#pay](http://www.coachingup.us/#pay). Paypal and major credit cards are accepted. Fees are posted at the site and are subject to change with 30 days notice.

## REFUND POLICY

In the event that you decide to cancel a scheduled coaching session, contact our support team at [coach@coachingup.us](mailto:coach@coachingup.us). If cancelled more than 48 hours in advance of the scheduled session, a refund or credit will be offered to the client. If cancelled less than 48 hours in advance of the scheduled session, a credit will be offered to the client. Client requests to reschedule a session will not incur a penalty, if requested at least 24 hours in advance. If session is rescheduled by coach due to unforeseen circumstances, a credit of 50% of the pro-rated cost of the rescheduled session will be given to the client towards future sessions.

If you have any questions or problems, please let us know by contacting our support team directly. Support can be reached at [coach@coachingup.us](mailto:coach@coachingup.us).

## CONFIDENTIALITY

The Company respects Client's privacy and insists that Client respects the Company's and Program Participants (herein referred to as "Participants"). Thus, consider this a mutual non-disclosure agreement. Any Confidential Information shared by Program participants or any representative of the Company is confidential, Proprietary, and belongs solely and exclusively to the Participant who discloses it. Parties agree not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions, on the forum or otherwise. Client agrees not to use such confidential information in any manner other than in discussion with other Participants during Program. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Client agrees not to violate the Company's publicity or privacy rights. Furthermore Client will NOT reveal any information to a third party obtained in connection with this Agreement or Company's direct or indirect dealings with Client including but not limited to; names, email addresses, third-party company titles or positions, phone numbers or addresses. Additionally, Consultant will not, at any time, either directly or indirectly, disclose confidential information to any third party. Further, by purchasing this product you agree that if you violate or display any likelihood of violating this session the Company and/or the other Program participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

## NO TRANSFER OF INTELLECTUAL PROPERTY

Company's program is copyrighted and original materials that have been provided to Client are for Client's individual use only and a single-user license. Client is not authorized to use any of Company's intellectual property for Client's business purposes. All intellectual property, including Company's copyrighted program and/or course materials, shall remain the sole property of the Company. No license to sell or distribute Company's materials is granted or implied. By purchasing this product, Client agrees (1) not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights, (2) that any Confidential Information shared by the Company is confidential and proprietary, and belongs solely and exclusively to the Company, (3) Client agrees not to disclose such information to any other person or use it in

any manner other than in discussion with the Company. Further, by purchasing this product, Client agrees that if Client violates, or displays any likelihood of violating, any of Client's agreements contained in this paragraph, the Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

## CLIENT RESPONSIBILITY

Program is developed for strictly educational purposes ONLY. Client accepts and agrees that Client is 100% responsible for their progress and results from the Program. Company makes no representations, warranties or guarantees verbally or in writing. Client understands that because of the nature of the program and extent, the results experienced by each client may significantly vary. Client acknowledges that as with any business endeavor, there is an inherent risk of loss of capital and there is no guarantee that Client will reach their goals as a result of participation in the Program. Program education and information is intended for a general audience and does not purport to be, nor should it be construed as, specific advice tailored to any individual. Company assumes no responsibility for errors or omissions that may appear in any program materials.

## SEVERABILITY/WAIVER

If any provision of this Agreement is held by to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

## LIMITATION OF LIABILITY

Client agrees they used Company's services at their own risk and that Program is only an educational service being provided. Client releases Company, its officers, employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, Instructors, guides, staff, Participants, and related entities any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (hereinafter "Releases") from any and all damages that may result from any claims arising from any agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from my participation in the Programs. Client accepts any and all risks, foreseeable or unforeseeable. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrolment in the Program. Company assumes no responsibility for errors or omissions that may appear in any of the program materials.

## ASSIGNMENT

Client may not assign this Agreement without express written consent of Company.

## MODIFICATION

Company may modify terms of this agreement at any time. All modifications shall be posted on the Company's website and purchasers shall be notified.

## TERMINATION

Company is committed to providing all clients in the Program with a positive Program experience. By purchasing this product, Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's participation in the Program without refund or forgiveness of monthly payments if Client becomes disruptive to Company or Participants, Client fails to follow the Program guidelines, is difficult to work with, impairs the participation of the other participants in the Program or upon violation of the terms as determined by Company. Client will still be liable to pay the total contract amount.

## INDEMNIFICATION

Client shall defend, indemnify, and hold harmless Company, Company's officers, employers, employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever – including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements – which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Client shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Client recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company. In consideration of and as part of my payment for the right to participate in Company's Programs, the undersigned, my heirs, executors, administrators, successors and assigns do hereby release, waive, acquit, discharge, indemnify, defend, hold harmless and forever discharge Company and its subsidiaries, principals, directors, employees, agents, heirs, executors, administrators, successors, and assigns and any of the training instructors, guides, staff or students taking part in the training in any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (hereinafter "Releases") of and from all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in a equity arising from my participation in the Programs.

# EARNING DISCLAIMER

Every effort has been made to accurately represent this product and its potential. There is no guarantee that you will earn any money using the techniques and ideas in these materials. Examples in these materials are not to be interpreted as a promise or guarantee of earnings. Earning potential is entirely dependent on the person using our product, ideas and techniques. We do not position this product as a "get rich quick scheme." Any claims made of actual earnings or examples of actual results can be verified upon request. Your level of success in attaining the results claimed in our materials depends on the time you devote to the program, ideas and techniques mentioned, your finances, knowledge and various skills. Since these factors differ according to individuals, we cannot guarantee your success or income level. Nor are we responsible for any of your actions.

Materials in our product and our website may contain information that includes or is based upon forward-looking statements within the meaning of the securities litigation reform act of 1995. Forward-looking statements give our expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They use words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and other words and terms of similar meaning in connection with a description of potential earnings or financial performance. Any and all forward looking statements here or on any of our sales material are intended to express our opinion of earnings potential. Many factors will be important in determining your actual results and no guarantees are made that you will achieve results similar to ours or anybody else's, in fact no guarantees are made that you will achieve any results from our ideas and techniques in our material.

## DUTY TO READ

I accept that under this agreement, I have a duty to read this terms of participation policy, and have done so. Furthermore, I understand and accept that I am precluded from using lack of reading as a defense against all remedies contained herein.

**By their signatures below, the parties hereby understand and agree to all terms and conditions of this Agreement.**

**Client**

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**The Company**

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_