

RPF Systems Coaching Agreement

This Agreement is entered into by and between Dr. Roy Fuñe of RPF Systems, hereinafter referred to as "Coach," and _____, hereinafter referred to as "Client."

The Coach agrees to provide executive coaching services for the Client with a focus on leadership development, performance optimization, mindset mastery, and strategic transformation. These services may incorporate neuroscience-informed practices, subconscious conditioning methodologies, and personalized performance frameworks.

Nature of Coaching

Coaching is a collaborative partnership—a dynamic alliance designed to support the Client in clarifying goals, enhancing leadership capacity, and achieving peak personal and professional outcomes. This process involves thought-provoking conversations, mindset reprogramming strategies, and actionable planning, all aimed at unlocking the Client's full personal and professional potential.

The following defines the Coach-Client Relationship:

- A. The Client acknowledges that executive coaching is a holistic process that may address multiple life domains including professional growth, decision-making, mindset, wellness, relationships, and overall lifestyle. The Client understands that integrating coaching insights into these areas and making choices based on those insights is solely their responsibility.
- B. The Client is fully responsible for their own mental, emotional, physical, and professional well-being. This includes decisions, actions, outcomes, and the implementation of strategies discussed with the Coach. The Client agrees that the Coach is not liable for any consequences, whether direct or indirect, resulting from coaching services or sessions. Coaching is not a substitute for therapy and does not diagnose, prevent, or treat psychological or medical conditions.
- C. The Client understands that coaching is not clinical counseling, psychotherapy, or psychological intervention as defined by the American Psychiatric Association. The Client agrees that it is their responsibility to seek appropriate professional support from licensed mental health providers or medical practitioners as needed. If currently under care, the Client agrees to inform their provider of this coaching engagement, as appropriate.
- D. The Client acknowledges that coaching is not a substitute for professional medical advice, diagnosis, or treatment. Coaching does not involve the diagnosis or treatment of physical health conditions, and RPF Systems does not employ medical staff. If under medical supervision, the Client agrees to consult their physician regarding the continuation of medical treatments and promptly notify the Coach of any relevant changes.
- E. The Client understands and agrees that RPF Systems and Dr. Roy Fuñe do not represent themselves as healthcare providers and do not offer medical or psychiatric treatment. The Client assumes full responsibility for their health, wellness, and participation in coaching activities and agrees that RPF Systems is not liable for any outcomes related to existing or future medical conditions.
- F. The Client understands that to derive full value from the coaching relationship, they are expected to be fully present, honest, and committed to the process. This includes being receptive to feedback, taking proactive steps, and dedicating the necessary time and focus.

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- G. The Client may withdraw from the coaching relationship at any time. However, if the Client chooses to discontinue coaching after the initial session, a minimum of 48 hours' written notice is required. Beyond this window, the Client agrees to fulfill the full payment obligations of the coaching package unless otherwise agreed in writing.
- H. By signing below, the Client confirms their understanding of the nature and scope of coaching services provided by Dr. Roy Fuñe and RPF Systems and agrees to the terms outlined in this Agreement.

Services

The parties agree to engage in a coaching engagement consisting of five (5) private coaching sessions, scheduled once per week over the course of approximately five weeks. Each session will be 90 minutes in length and conducted in person, unless otherwise agreed in advance to be held via online video conferencing.

The Coach will also provide limited support via email or text up to twice between sessions, at the Coach's discretion, for brief check-ins or accountability. Additional time requested by the Client for services outside of the scheduled sessions—such as document review, custom resource development, or extended support—may be offered at an hourly rate to be determined and agreed upon in advance.

1) Schedule and Fees

This coaching agreement becomes effective upon signature by both parties. The total fee for the five-session coaching package is \$995.00, payable in full prior to the first scheduled session, or according to the following payment schedule:

- **First payment:** \$525.00 due no later than 48 hours before the initial session
- **Second payment:** \$525.00 due before the third session

All payments must be made on time to continue the coaching engagement without interruption. Late or missed payments may result in rescheduling or suspension of services at the Coach's discretion.

2) Refund Policy

All fees paid are non-refundable.

3) Procedure

The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time.

4) 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 set forth in the International Coaching Federation Code of Ethics. However, please be aware that the Coach-Client

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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 pertaining to 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.

Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

5) Record Retention Policy

The Client acknowledges that the Coach has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of not less than 1 year.

6) Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach at least 8 hours in advance to cancel a scheduled call/meeting. Coach reserves the right to bill Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

7) Termination

Either the Client or the Coach may terminate this Agreement at any time with written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

8) 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 with respect to 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 actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

9) Entire Agreement

This document reflects the entire agreement between the Coach and the Client and reflects a complete understanding of the parties with respect to 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.

10) 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 120 days after notice given. If the dispute is

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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.

11) Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12) 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.

13) Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of Nevada, without giving effect to any conflicts of laws provisions. If the Parties reside in different states, this Agreement shall be governed and construed in accordance with the laws of the State of Nevada, without giving effect to any conflicts of laws provisions.

14) Legal & Binding Effect

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns. This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

Please sign and return a copy of this Client Agreement prior to the first scheduled coaching meeting. Retain a copy for your records.

Coach

RPF Systems

Name: Dr. Roy Fuñe

Electronic Signature:

Date:

Client

Name:

Address:

Electronic Signature:

Date: