

# Coaching Client Agreement

## Basic Overview

Introduction - Why we're here and the purpose of this document.

Disclaimer - I'm a coach, not a genie; I can't do the work for you.

Payment - When and how to pay, as well as your payment options.

Refund Policy - How long you have to get your money back if you're dissatisfied.

Rescheduling Policy - What to do if you need to reschedule a call. Client Responsibility -

What is expected of you to get the most out of this program. Confidentiality - We don't

share each other's information without permission. Termination - The contract may be

subject to termination under these circumstances. Indemnity - What to expect in the event

of the worst case scenario

# Coaching Client Agreement

-- Please read carefully.

By purchasing this product you (herein referred to as "Client") agree to the following terms stated herein.

"Off The Bench Solutions" (herein referred to as "Company") agrees to provide Program, 12-Week 1:1 Coaching Program (herein referred to as "Program"). Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

## DISCLAIMER:

Alex Friesen (herein referred to as "Consultant") 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 behavioural 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 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 options:

1 payment of \$5000.00USD (plus applicable taxes) for 12-weeks, of 1:1 coaching, held for 60 minutes, once a week. Payment is due on the specific date on your invoice.

OR

5 monthly payments of \$1000USD (plus applicable taxes) for 12-weeks of 1:1 coaching, held for 60 minutes, once a week. Payment is due on the 1st of each month during and after the program.

If for any reason "Off The Bench Solutions" is offering a special discount/promotion for a limited time, then that replaces the above.

# Coaching Client Agreement

## METHODS OF PAYMENT:

If Client elects to pay by monthly installments, Client authorizes the Company will request Client's payment on original invoice by the 1st of each month in the Program. If Client elects to pay in FULL, Client may pay the entire invoice on the provided due date.

## REFUND POLICY:

30-Day Money Back Guarantee. We want you to be satisfied with your purchase, but we also want you to give your best effort to apply some of the game-changing strategies you'll learn in the Program. We offer a 30-day refund period for purchases. In the event that you decide your purchase was not the right decision, within 30 days of enrolment, contact our support team at [alex@mentallyrippedcoaching.com](mailto:alex@mentallyrippedcoaching.com) and let us know you'd like a refund by the 30th day at 11:59 EST.

Notes about our refund policy: Within the first 30 days from the original date of purchase, you can request a refund. No refunds will be given after 30 days from the original date of purchase. After day 30, all payments are non-refundable and you are responsible for full payment of the fees for the program regardless if you use the information or not. All refunds are discretionary as determined by COMPANY. If you download all the materials, take advantage of the special deals/discounts, and then ask for a refund, we reserve the right to deny your request. Why? Our generous refund policy was built to give people the opportunity to see if the Program is a good fit for their business. Stealing the material is NOT covered under this policy. To further clarify, we will not provide refunds after the 30th day from your date of purchase (not even one day afterwards) and all payments must be made on a timely basis. If payments are not made on time, you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law. If you have any questions or problems, please let us know by contacting our support team directly. Support can be reached at [alex@mentallyrippedcoaching.com](mailto:alex@mentallyrippedcoaching.com)

## RESCHEDULING POLICY:

Once payment is made for booking a session, fees are 100% non-refundable, but session fees can be applied to an appointment at a later date if you need to reschedule. Each client receives one free rescheduling if the session is rescheduled prior to the 24 hour window before the call. To reschedule, you must do so prior to 24 hours before your session begins or your payment and one-time complimentary rescheduling will be forfeited. To reschedule your session, simply send an email to [alex@mentallyrippedcoaching.com](mailto:alex@mentallyrippedcoaching.com). If the session is canceled within the 24 hours before the scheduled start of your call, no refunds are available.

# Coaching Client Agreement

## 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 the 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.

# Coaching Client Agreement

## 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 endeavour, 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 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 enrollment in the Program. Company assumes no responsibility for errors or omissions that may appear in any of the program materials.

# Coaching Client Agreement

## 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.

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## 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.

Date:

Name of Client:

Client Signature: