

Success Coaching Agreement (this "Agreement")

This Agreement is made between _____ (the "Coach") and _____ (the "Client") on this _____ day of _____ 20_____.

Both parties agree to the following:

Coaching is a collaborative process with an ongoing relationship between the Client and Coach (the "Parties"). The coaching experience supports the Client in establishing new behaviors. The coaching relationship is strengths-based, forward-looking, and collaborative. The coaching agenda is developed and implemented in partnership between the Parties. The role of the Coach is to help the Client progress toward achieving a goal (the "Coaching Services"). In the capacity:

- The Parties agree to engage fully in the coaching experience; and
- The Client agrees and understands that the coaching contemplated in this Agreement is not therapy, counseling, or consulting.

The Client understands that the Coaching Services provided under this contract is not a substitute for professional mental health care or medical care. The Coach is not qualified to diagnose, treat, or cure any mental or physical conditions. The Client is responsible for their well-being during the coaching period, including their decisions and choices. The Client further understands that the Coach is not a registered therapist, psychotherapist, psychologist, or otherwise licensed professional and the services of this Agreement are not a substitute for any counseling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment or any otherwise required attention from a medical or otherwise licensed professional.

Confidentiality

The Coach agrees to keep all conversations and information between the Client and the Coach strictly private and confidential, except as authorized by the Client or as required by law. No personal or otherwise confidential information will be shared with a third party without the Client's express permission, except where the Coach, using her own reasonable judgement, believes there is an imminent threat of serious injury to the Coach, Client, or third party. The obligations of confidentiality shall apply during the Term and will survive indefinitely upon termination of this Agreement.

Coaching Commitment

The Success Coaching program is based on "The F Book" aka "7 F's to Creating Your Fantastic Future" (the "Reading Materials") The Client is required to read each chapter of the Reading Materials before their Coaching Session and the accompanying workbook is required to be worked through between each Coaching Session.

By entering into this Agreement, the Parties acknowledge that the Client desires to make a behavioral change or some type of improvement in his or her life. Behavioral change often takes time to implement and sustain. The pace of change is uncertain and varies amongst individuals.

Term

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Coaching Services, subject to earlier termination as provided

in this Agreement. The Parties agree that the Term shall last a minimum of four (4) calendar months unless otherwise terminated by the Coach.

The Coach maintains the sole discretion to terminate this Agreement prior to the completion of the Term by giving the Client 10 day prior written notice. Should the Coach exercise this right, the Coach shall return to the Client the Coaching Fee pro-rated for the incomplete Coaching Sessions. In the event the Client wishes to terminate this Agreement, the Client must provide the Coach with prior written notice requesting termination (the "Termination Request"). The Coach may deny the Termination Request without reason.

Coaching Session Procedures

Coaching sessions may occur by, but is not limited to, in person, by phone, video conference or e-mail, as reasonably agreed upon by the Parties.

- The Parties agree to adhere to established appointment times (the "Appointment Times").
- The Parties agree to begin and finish all appointments at the agreed upon Appointment Times. If the Client is 15 or more minutes late to an appointment, the Coach will assume that the appointment is canceled, and the Client will be responsible for the full Coaching Fee. If the Coach is 15 or more minutes late to an appointment, the Client may assume that the session is canceled, and the Client shall not be responsible for the Coaching Fee for that session.
- The Client maintains the right to cancel or reschedule an appointment without cancellation fee by notice to the Coach, no later than 24 hours prior to the session. Such notice shall be in a method agreeable to the Coach. Any change or cancellation that is not adequately communicated to the Coach or is within 24 hours of the session shall be subject to a cancellation fee equal to 50% of the Coaching Fee.

Wherever reasonable, the Coach shall respond to emails from the Client during regular business hours of 9 AM to 5 PM from Monday to Friday, excluding statutory holidays.

Coaching Program and Fees

This Success Coaching Program consists of 9, 50 minutes sessions, spanning the Term. The first session will be an overview of each F and discussing the Client's goals. Each subsequent session will each concern a single chapter of the Reading Materials (Family, Friends, Fun, Fitness, Fulfillment, Finances and Faith) and how the Client can implement these F's in their life. The final session will wrap-up the course. The Success Coaching Program is designed to be completed within a 6-month period but may be extended or shortened at the Coach's sole discretion. The Coach has the sole discretion to amend the Success Coaching Program wherever necessary.

Upon entering into this Agreement, the Client shall pay the Coach a fee of \$1499.00 + HST (the "Coaching Fee") for 9 Success Coaching Sessions. The Coaching Fee can be paid in 3 installments as follows: The first installment shall be paid prior to the 1st coaching session; second installment prior to the 4th coaching session and third installment prior to the 7th coaching session. A 10% discount (the "Discount") shall be applied if the Client pays the entire Coaching Fee in one installment prior to the 1st session. All payments shall only be made by Cash or Electronic Funds Transfer (EFT) in Canadian dollars (CAD) unless otherwise explicitly permitted by the Coach. All Coaching Fees paid are non-refundable.

Liability and Limitation on Damages

If a dispute, claim, question, or difference arises between the Parties relative to the performance, enforcement, breach, termination, application, interpretation, or validity of this Agreement (the "Dispute") that cannot otherwise be resolved, the Parties agree to resolve the Dispute by mediation. If the dispute is not resolved, and in the event of legal action, in no case shall the Coach be liable for any amount greater than the cost of the Coaching Services.

The Client hereby agrees to release, indemnify, defend, and hold harmless the Coach, along with the Coach's heirs, trustees, beneficiaries, executors, administrators, legal or personal representatives, insurers, predecessors, successors, and assigns, against all damages, claims, liabilities, losses, and other expenses, including without limitation legal fees and related costs, whether or not a lawsuit or other proceeding is filed, that arise out of the Client's acts or omissions, or those of the Coach, as a result of the advice given by the Coach or otherwise resulting from the coaching relationship contemplated in this Agreement.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Lynn Rae Date

Client Name: Date