

COACH – CLIENT AGREEMENT

SCOPE:

This Agreement sets forth the terms and conditions whereby Coach agrees to provide professional coaching Services. Coach will be engaged for the limited purpose of providing these Services to the Client.

NO EMPLOYMENT:

Neither party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other. Neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.

COACHING TERMS:

A coaching relationship between two Parties is essentially a relationship whereby the Coach assists the Client in meeting the Client's potential within the areas the coaching relationship is meant to focus on.

Client hereby acknowledges and agrees:

- a.) Client is solely and exclusively responsible for the choices that Client makes with regard to this coaching relationship, as well as the Coach's recommendations and input;
- b.) Client is solely and exclusively responsible for Client's own mental health, physical health, business decisions, and any other actions or inaction Client chooses to take;
- c.) Coach is not liable for any result or non-result or any consequences which may come about due to Client's relationship with Coach;
- d.) Coaching is not a therapeutic relationship or a medical one. Coach may not provide therapy or medical services and Client is responsible for procuring these services at Client's own will and discretion if needed.

DESCRIPTION OF SERVICES:

The Client hereby engages the Coach, and the Coach accepts such engagement to provide Health and Wellness Education to the Client (hereinafter, the "Services"):

Coach and Client will use the following methods of contact for meetings throughout the coaching relationship: Phone, Video Conferencing, Email, &/or Text

WARRANTIES:

Coach represents and warrants that Coach has the knowledge, skills, and experience necessary to provide the Services. Coach agrees that during this Agreement, Coach will agree to provide the Services at the request of the Client.

NONEXCLUSIVITY:

Coach may be engaged or employed in any other coaching business, trade, profession, or other activity which does not place Coach in a conflict of interest with the Client. Client hereby explicitly acknowledges and agrees that Coach may be engaged or employed with any other business or industry.

AVAILABILITY & SCHEDULE:

Coach and Client will have coaching meetings based upon the Client's purchase and mutually agreed upon schedule.

The length of each coaching meeting and number of meetings shall be based upon the Client's purchase.

Coach and Client may mutually agree to a change of the schedule between them. Coach and Client may also agree to adjust each meeting on a per meeting basis.

HOLIDAYS:

Coach will be unavailable on the following holidays: New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

FEES:

Client will pay any applicable Fees through the Coaches payment system. All Fees will be paid prior to the start of any Coaching meetings.

CANCELLATION & RESCHEDULE POLICY:

Client or Coach may, from time to time, need to cancel or reschedule any of the coaching meetings. If Coach is responsible for the reschedule, Coach will become available to Client as the soonest possible opportunity within five (5) business days. If Client is responsible for the cancellation or reschedule, Client agrees to notify Coach no less than 24 hours prior to the scheduled meeting. If Client cancels or reschedules within the 24-hour period, Client agrees to pay the full amount required for the meeting, if requested by Coach (at Coach's sole and exclusive discretion). The Parties will then attempt to reschedule, if possible, the meeting in good faith.

REFUND POLICY:

Client may be permitted a refund of monies spent under this Agreement in certain circumstances as outlined in CarpenterOne80's Terms of Use. You may request your money back by emailing support@carpenterone80.com. That email must contain information about the product you purchased, the date of the purchase, and the email and name associated with any such purchase.

CONFIDENTIALITY:

The existence of this coaching relationship, as well as any information that Coach receives from Client, are to be fully and completely confidential under the terms of this Agreement. Client hereby acknowledges and agrees, however, that a Coach-Client relationship is not considered a legally confidential relationship and therefore communications between Coach and Client are not subject to any legal confidentiality requirement or privilege. Coach will not, however, disclose Client's name or any of Client's information without Client's consent, unless subject to a legal requirement, such as a court order, subpoena, or law enforcement inquiry. It will be the Client's responsibility to address any confidentiality issues with the Coach.

Confidential information under this Agreement shall specifically not include the following categories: (1) information that is generally known to the public or known to Client's specific industry; (2) information freely given by Client to any third-party; (3) information received by Coach from any source that is not Client; (4) information in Coach's possession prior to this contractual Agreement; (5) information developed independently by the Coach; (6) information which is received by the Coach from the Client but that may imminently harm the Client or another individual; or (7) information about any illegal activity.

TERMINATION:

This Agreement will automatically terminate after the agreed-upon amount of coaching meetings have been completed. The Parties may choose to renew this Agreement, with all of its terms and conditions. If the Parties agree, this Agreement will continue for a term which is the exact same as the original term.

The Parties may also terminate this Agreement prior to its natural expiration under certain circumstances.

This Agreement may be immediately terminated in the event that there is a breach of the terms by either Party. For a material breach, the Parties are required to give notice, in writing, specifying what the breach was, but do not have to give advance notice to terminate the Agreement.

This agreement will also immediately terminate upon the death of the Coach or Client, the inability of the Coach to perform the Services because of a sudden and medically-documented physical or mental disability, the liquidation, dissolution or discontinuance of the business of the Client in any manner, or the filing of any petition by or against the Client or Coach under federal or state bankruptcy or insolvency laws. Upon termination, all fees and reimbursements shall be paid and provided to the Coach as they have accrued up to the date of termination.

INTELLECTUAL PROPERTY:

Coach and Client agree that all inventions, trade secrets, confidential and/or proprietary information, and work-product conceived, created or developed by each of the Parties, respectively, will be the sole and exclusive property of the Party to whom the information originally belonged. There shall be no transfer of intellectual property through this Agreement.

All copyrights, patents, trademarks, or other intellectual property shall stay with the original Party owner.

PORTFOLIO USE:

As described above, Coach shall be permitted to use all produced items of work Coach's professional portfolio, if applicable, but may not use Client's name, likeness, or other identifying details without express written permission from the Client.

LIMITATION OF LIABILITY:

Coach's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the Client to the Coach. To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

INDEMNIFICATION:

Coach and Client shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, or damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

SURVIVAL:

Any provision of this Agreement which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the *Governing Law* provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of Georgia. Each Party shall pay their own costs and fees. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Georgia without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Forsyth County in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

NO WAIVER:

No action or inaction of either Party shall constitute waiver of any of the terms of this Agreement. Waiver may only be executed explicitly in writing.

NOTICES:

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing. All notices shall be delivered by email or at the address which the parties may designate to each other through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

FORCE MAJEURE:

Coach is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

ENTIRE AGREEMENT - MODIFICATION:

The agreement, in addition to the Terms of Use and Privacy Policy found at CarpenterOne80.com, embodies the entire agreement between the Client and Coach relating to the subject matter hereof. This Agreement may be changed, modified, or discharged only if agreed to in writing by both parties.