



Spiritual Life Coaching Agreement

This contract (the "Contract") is between you (the "Client") and Clinton Still LLC (the "Coach") and will be considered valid upon purchase of coaching sessions from the Coach.

1. WORK AND PAYMENT.

1.1 Services. The Client is hiring the Coach to develop a coaching relationship between the Client and Coach in order to cultivate the Client's personal life goals and create a plan to achieve those goals through video consultation(s) with the Client. The intake questions and video consultation(s) allow the Coach to create custom-tailored recommendations that can help the Client better reach their full potential.

1.2 Payment. The Client will pay the Coach in accordance with the price set at the time of booking the appointment (typically set in Setmore). Payment is expected to be completed prior to the Client's coaching sessions to fully reserve the session slot for the Client.

1.3 Cancellations and Rescheduling. The Client is allowed to cancel or re-schedule coaching sessions but must provide at least 24 hours' notice to the Coach for appropriate accommodation. Sessions canceled with less than 24 hours' notice will not be refunded but instead the Client will be charged the full session price. Requests to reschedule sessions less than 24 hours in advance will be accommodated by the Coach to the best of their abilities, but the Coach does not provide guarantees that untimely reschedule requests will be accommodated.

2. DUTIES AND RESPONSIBILITIES OF THE CLIENT AND COACH.

- A coaching relationship is a partnership between two or more individuals or entities, like a teacher-student. Both the Client and Coach must uphold their obligations for the relationship to be successful. The coaching sessions require the Client's vulnerability and transparency to fully support the Coach in their efforts to provide individual and specific recommendations to the Client.
- The Client acknowledges and agrees that coaching is a comprehensive process that may explore different areas of the Client's life, including work, finances, health, and relationships.
- The Client is responsible for implementing the insights and techniques learned from the Coach.

3. INDEPENDENT CONTRACTOR.

The Client is hiring the Coach as an independent contractor. The following statements accurately reflect their relationship:

- The Coach will use its own equipment, tools, and material to do the work.
- The Client will not control how the job is performed on a day-to-day basis. Rather, the Coach is responsible for determining when, where, and how it will carry out the work.
- The Client will not provide the Coach with any training.
- The Client and the Coach do not have a partnership or employer-employee relationship.
- The Coach cannot enter into contracts, make promises, or act on behalf of the Client.
- The Coach is not entitled to the Client's benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).
- The Coach is responsible for its own taxes.
- The Client will not withhold social security and Medicare taxes or make payments for disability insurance, unemployment insurance, or workers compensation for the Coach or any of the Coach's employees or subcontractors.

4. CONFIDENTIAL INFORMATION.

4.1 Overview. This Contract imposes special restrictions on how the Client and the Coach must handle confidential information. These obligations are explained in this section.

4.2 The Client's Confidential Information. While working for the Client, the Coach may come across, or be given, Client information that is confidential. This information may be considered sensitive or private such as, but not limited to, health and financial matters. The Coach promises to treat this information as if it is the Coach's own confidential information. The Coach may use this information to do its job under this Contract, but not for anything else. For example, if the Client provides sensitive

personal information, the Coach cannot provide or share this information with others. The two exceptions to this are:

1) if the Client gives the Coach written permission to use the information for another purpose, the Coach may use the information for that purpose and/or;

2) if the Coach believes that the confidential information provided can be used to protect others from harm (ex. The Client provides threats of harm to the Coach or any other individual(s))

When this Contract ends, the Coach must give back or destroy all confidential information and confirm that it has done so. The Coach promises that it will not share confidential information with a third party, unless the Client gives the Coach written permission first. The Coach must continue to follow these obligations, even after the Contract ends. The Coach's responsibilities only stop if the Coach can show any of the following: (i) that the information was already public when the Coach came across it; (ii) the information became public after the Coach came across it, but not because of anything the Coach did or didn't do; (iii) the Coach already knew the information when the Coach came across it and the Coach didn't have any obligation to keep it secret; (iv) a third party provided the Coach with the information without requiring that the Coach keep it a secret; or (v) the Coach created the information on its own, without using anything belonging to the Client.

4.3 Third-Party Confidential Information. It's possible the Client and the Coach each have access to confidential information that belongs to third parties. The Client and the Coach each promise that it will not share with the other party confidential information that belongs to third parties unless it is allowed to do so. If the Client or the Coach is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information.

5. COACHING LIMITATION OF LIABILITY.

5.1 Overview. Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Contract.

5.2 Life Coaching is not Therapy. The Client agrees and understands that the Coach is not a mental health professional and the advice provided by the Coach should not be considered above the advice provided by the Client's mental health professional(s) (if applicable). The Client also agrees to seek outside counsel should the Coach's recommendations conflict with the Client's personal beliefs and/or existing health plan(s).

5.3 Coaching Guarantees. The Client agrees and understands that there are no guarantees that are provided as part of the coaching sessions. All recommendations provided by the Coach are to the best of the Coach's abilities but do not come with any specific guarantees if implemented.

5.4 Advice Free from Harm. The Client agrees and understands that recommendations provided by the Coach are **NOT** intended to cause harm and the Client agrees that they should not personally follow any advice given by the Coach that the Client considers to be harmful. The Client also agrees to inform the Coach of any recommendation(s) believed to be harmful so that the Coach has an opportunity to modify and/or retract the recommendation(s) made to the Client.

6. INDEMNITY.

6.1 Overview. This section transfers certain risks between the parties if a third party sues or goes after the Client or the Coach or both. For example, if the Client gets sued for something that the Coach did, then the Coach may promise to come to the Client's defense or to reimburse the Client for any losses.

6.2 Client Indemnity. In this Contract, the Coach agrees to indemnify the Client (and its affiliates and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of: (i) the work the Coach has done under this Contract; (ii) a breach by the Coach of its obligations under this Contract; or (iii) a breach by the Coach of the promises it is making in Section 3 (Representations).

6.3 Coach Indemnity. In this Contract, the Client agrees to indemnify the Coach (and its affiliates and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of a breach by the Client of its obligations under this Contract.

7. GENERAL.

7.1 Assignment. This Contract applies only to the Client and the Coach. Neither the Client nor the Coach can assign its rights or delegate its obligations under this Contract to a third-party (other than by will or intestate), without first receiving the other's written permission.

7.2 Arbitration. As the exclusive means of initiating adversarial proceedings to resolve any dispute arising under this Contract, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules.

7.3 Modification; Waiver. To change anything in this Contract, the Client and the Coach must agree to that change in writing and sign a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.

7.4 Notices.

(a) Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). The notice must be delivered to the party's address listed at the end of this Contract or to another address that the party has provided in writing as an appropriate address to receive notice.

(b) The timing of when a notice is received can be very important. To avoid confusion, a valid notice is considered received as follows: (i) if delivered personally, it is considered received immediately; (ii) if delivered by email, it is considered received upon acknowledgement of receipt; (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered. If the notice is received after 5:00pm on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice is considered received at 9:00am on the next business day.

7.5 Severability. This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

7.6 Governing Law. The validity, interpretation, construction and performance of this document shall be governed by the laws of the United States of America.

7.7 Entire Contract. This Contract represents the parties' final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties.