

CLIENT AGREEMENT & CONTRACT

This Coaching Client Agreement / Contract (hereafter referred to as "the Agreement") constitutes a contract between Susan Fleming Spissman (hereafter referred to individually as the "Coach") and the Undersigned, yourself as indicated on the signature page (hereafter referred to as the "Client"). As the Client, you should read it carefully and raise any questions and concerns that you may have before you sign it.

COACHING SERVICES: Professional Coaching is a professional relationship that helps people produce extraordinary results in their lives, careers, and relationships. Through the process of coaching, clients deepen their learning, improve their performance, and enhance their quality of life. Coaching accelerates the client's progress by providing greater focus and awareness of choice. Coaching concentrates on where clients are now and what they are willing to do to get where they want to be in the future. Coaches recognize that results are a matter of the client's intentions, choices and actions, supported by the coach's efforts and application of the coaching process. You can expect that your coach will be honest and direct, asking straightforward questions and using challenging techniques to help you move forward. You are expected to evaluate your own progress; and, if the coaching is not working as you wish, you should immediately inform your Coach so that steps can be taken to change course as needed. As with any human endeavor, coaching can involve feelings of discomfort and frustration that may accompany the process of change. Coaching does not offer any guarantee of success. **Coaching is NOT therapy, and although Susan holds a counseling license, she is NOT in the role of your therapist under this agreement.** A coach does not diagnose or treat mental illnesses. If you are currently in therapy, you are strongly encouraged to inform your therapist that you are also engaged in coaching, to help ensure that their work with you is mutually supportive toward your goals. It is understood and agreed to by The Client and The Coach that if either recognizes that you, the client, have a problem that would benefit from psychotherapy, that the coach may refer or direct you to appropriate resources (in addition to or in lieu of Coaching). In some situations, as a condition of continuance as your coach, I may insist that you enter psychotherapy and obtain your consent to discuss matters which concern you with your psychotherapist for continuity of care. It is further understood that the Coach is not obligated to provide you, the client, with psychotherapy services in any way. Coaching tends to focus more on action, accountability, potential, and the future. Coaching services are a good fit for individuals who are emotionally and psychologically healthy and who want to make changes and move forward in their life goals.

SCOPE OF ENGAGEMENT: The Client chooses and agrees to participate fully in the Coaching Program. The Coach is available to help, guide, advise and support the Client as well as to review any work that is completed during the program. The Client acknowledges that the Program is designed to transform and help Client grow as a person. In order to grow, people often need to face the possibility of unpleasant things and be pushed out of our comfort zone. The Client agrees to be open to such experiences throughout the course of the transformation. The Coach may terminate or change the terms of this Agreement at any time in its discretion upon notice to the Client if they feel that the professional coaching relationship is not respectful or is damaging to either party, binding the Client to Confidentiality in perpetuity. The Client understands that any failure on their part to complete the action steps in full throughout the program will result in possibly not receiving the full benefit of the program.

PAYMENT & BILLING: The non-refundable flat fee is considered to be earned upon receipt and will be deposited into the operating account. **The Client agrees to monthly payments of \$67 once the 7-day trial period has concluded.** Should you choose to terminate this Agreement at any time before the conclusion of our services, **any amount of the fee still owed by you will become due and payable immediately.** The Term of this Agreement will commence upon YOUR acceptance of this Agreement and payment of the applicable Program Fee. **By accepting the terms of this Agreement, you agree and understand that you are foregoing the right to claim any refund of fees paid for access and use of the program(s) offered by the Coach.** You further acknowledge that in accepting the terms of this Agreement and affirmatively seeking the benefits of and membership in such program(s), YOU are taking full responsibility for YOUR OWN success. Thus, you agree that you will not request a refund. In addition, it is your responsibility to attend the live calls, listen to the recordings, and ask for support.

Late Payments -- if any payment is not received on the payment due date, Coach reserves the right to stop work on all services and charge Client a late fee of 15% compounding monthly. Credit card information needs to be kept up-to-date to avoid card declines resulting in a late fee penalty.

CONFIDENTIALITY: The Client understands that all information discussed is confidential and that written permission is required in order for my coach to speak with anyone regarding our work together. The Client understands that the Coach may participate in professional consultation to assure that Clients are receiving the best coaching possible. The Client further understands that at times telephone conversations, video, online, group calls, webinars, texts, e-mails or faxes may be utilized and that the confidentiality of information transmitted through these venues cannot be guaranteed. Coaching is not a medical treatment and is not covered by HIPAA. Since the Coach is also a licensed mental health professional, The Client understands that the Coach is legally and ethically bound to protect either the Client or others from harm, and that my confidentiality may be limited in this instance. This would include any information the Coach might disclose that indicates that a child or elderly or disabled person is being abused. The Client further understands that if they are at imminent risk of hurting another, or themselves, the Coach is required to take protective action. The Client understands that these instances are quite rare in coaching practices and that the Coach will make every effort to discuss these matters with clients prior to taking any action.

Client's quotes, messages, and posts may be used (without any identifying client information - no name or pic), at times, to share on our client results page or other marketing materials to offer social proof to others who need the help as well. Coach will always ask for your consent before using any personal information. If you are happy with your results and want to share your experiences in a video/interview, we will share the video and your first name and picture in marketing material to help inspire other clients and potential clients.

INTELLECTUAL PROPERTY: Only authorized users, who have duly obtained access to any Programs offered by the Coach by personally agreeing to the terms of this Agreement are permitted to use and participate with such Programs. Except as expressly authorized by this Agreement, the Client shall not provide or make available any Documentation, Video, Audio, or any login member credentials to any third party, or use the Documentation, Video, Audio, or any login member credentials to teach any third party, or otherwise disclose or discuss information revealed in any portion of the Program(s) for any purpose other than exercising rights expressly granted to the Client by this Agreement. The Client acknowledges that any Audio and/or Visual Presentations, Documentation, and other elements of the program are protected under copyright, trademark, and other intellectual property laws and international treaties.

MUTUAL NON-DISCLOSURE: The Coach and the Client mutually recognize that they may discuss the Client's future plans, financial information, job information, goals, personal information, and other private information. The Coach will not voluntarily communicate the Client's information to a third party. In order to honor and protect the Coach's intellectual properties, the Client expressly agrees not to disclose or communicate any proprietary information about the Coach's practice, materials, or methods to any third parties. The Coach and the Client agree to be bound by this mutual non-disclosure agreement during and after the termination of the coaching relationship.

HOLD HARMLESS: I agree to hold harmless the Coach from and against all losses, expenses, damages and costs, including reasonable attorney's fees, relating to or arising from any information loss due to technical failure, use of the internet to communicate with the Coach or the use of the Coach's Site, any arrangements made based on information obtained by the Site, any products or services obtained through the Site. The Coach does not warrant that the functions contained in any materials provided will be error-free or that the website or the server that makes such site available is free of viruses or other harmful components. Security measures are taken to prevent any issues and the Coach takes all reasonable actions to protect the Client.

DISPUTE RESOLUTION: It is agreed between the Client, his or her assigns, family and estate and the Coach that any controversy or claim arising out of or relating to the Agreement, or the breach of the Agreement, shall be settled by arbitration by an accredited individual or organization with an arbitrator whom we mutually agree upon. The arbitration may occur by telephone.

LIMITATIONS of Online Coaching: Messaging support and online sessions are intended to provide quality information, support, and assistance with reaching the Client's goals. If any of the following apply, traditional face-to-face psychotherapy is more appropriate: 1. If in crisis or having thoughts of harming yourself (e.g. suicidal thoughts) or harming someone else (e.g. violent thoughts toward others) or psychotic symptoms. Please call 911 or 1-800-SUICIDE, which is the National Suicide Hotline or go to the emergency room. 2. If you are in an abusive or violent relationship. 3. If you have been severely depressed, anxious, or manic. 4. If you have serious substance abuse dependence issues. 5. If you are a minor (under 18 years old). If the client is in a crisis, please call 911 or go to the emergency room and do not use these services.

IMPORTANT: READ CAREFULLY BEFORE ACCESSING OR USING THE COACHING PROGRAM, INCLUDING ANY AUDIO AND/OR VISUAL PRESENTATIONS. BY ACCESSING OR USING THE MATERIALS, YOU ACKNOWLEDGE THAT: YOU HAVE READ THIS AGREEMENT, YOU UNDERSTAND IT, THAT YOU ACCEPT, AND AGREE TO BE BOUND BY ITS TERMS.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ALL OF THE AFOREMENTIONED TERMS, INCLUDING THOSE RELATED TO PROGRAM FEES, AUTOMATIC BILLING IF NOT PAID IN FULL, STRICT NO REFUND POLICY, AND CONFIDENTIALITY.