

Group Coaching Agreement

Please read these terms and conditions of use carefully. You must agree to these TOU (TOU) before you are permitted to use any Nonprofit Fixer (NPF) (Mind the Gap Consulting, LLC) Digital or downloadable resources, online courses, online portals, one-on-one or group coaching sessions, classes, programs, workshops, or trainings, or enter any online private forums operated by the Nonprofit Fixer for any purpose, whether on a website hosted by The Nonprofit Fixer or a third party website such as an online course platform, Slack, or Facebook, or other.

The Nonprofit Fixer ("Coach"), and **Client's Name** ("Client"), sometimes referred to jointly as the "Parties" or separately as "Party," enter into this Group Coaching Agreement ("Agreement") in order to memorialize terms that will govern any and all group coaching services Coach may perform for Client during its term.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services and Scope of Coaching:** The group coaching services to be performed by Coach will consist of
 - Access to the Nonprofit Fixer Slack community,
 - 12 months of access to three premium world-class courses: "Build a Rockstar Board," Executive Director Boot Camp," and "Fixer Fundraising Formula."
 - You will also receive the Fixer Files, which are the free and fee-based tools I make available to the public within the courses
 - My book, "Fundraising Power Pack."
 - You will also have access to regular live group coaching sessions during the year and recordings of prior sessions.

1.1 My responsibilities

Your coach(es) are trained to use communication skills and coaching tools to support you as an equal partner throughout the coaching process. Your coaches will provide individual guidance to group participants based on the information provided to the coaches. Your coaches will answer questions through whatever forum your Program provides, such as via the NPF's website, a social media forum, a live event, a community message, or a live group coaching call.

If you wish to participate in another session of the program in the future or purchase any other products, programs or services from Nonprofit Fixer, all terms of these TOU will continue to apply unless proceeded by another agreement in writing.

This program is intended and only suitable for individuals aged 18 and above. Some of the content in this program may not be appropriate for children. The Nonprofit Fixer hereby disclaims all liability for use by individuals under the age of 18.

2. **Term:** The term of this Agreement will commence on the date it is fully executed and will continue for 12 months from the date you enrolled, unless earlier terminated as provided for herein.

3. **Payment Schedule:** The investment is \$3,000 up front in full, or six monthly payments of \$550, or 12 monthly payments of \$280. If you pay in full upfront, you will receive a 30-minute free session with Sean to be used within 12 months of enrollment. I reserve the right to adjust the payment amount to a lower amount if there are considerations related to international currencies or payment mechanisms. Returning fellows may see a lower enrollment price as alumni.

As compensation in full for the group coaching services outlined in Section 1 herein, Client will pay Coach a fee of \$3000 due immediately upon execution of this Agreement.

As compensation in full for the group coaching services outlined in Section 1 herein, Client will pay Coach a fee of \$550 per month for 6 months if Client chooses the 6-month package. Client will pay \$280 per month for 12 months if they choose the 12-month payment plan. Payments are due every 30 days after enrollment.

Client may pay for services rendered in cash via ACH or bank-to-bank transfer, by check, Venmo, PayPal, or by credit card.

Client understands and agrees that Client is financially responsible for all payments.

All personal information that Client provides as part of the payment process may be collected by both Coach and Coach's third-party payment-processing providers. This includes, but is not limited to, name, email address, billing information, and

credit card number. Please read Coach's Privacy Policy with respect to how Coach handles Client's personal information.

<https://www.nonprofitfixer.com/s/MTGWebsitePrivacyNotice.pdf>

Coach's third-party payment processing providers may have privacy policies and terms and conditions that differ from Coach's. Coach has no liability or responsibility for the independent policies of Coach's third-party payment processing providers. Client is encouraged to read the independent policies contained on the third-party payment processing providers' websites.

Client understands and releases Coach from liability for any damage or loss caused by Client's payment or by Client's dealings with Coach's third-party payment processing providers.

4. **Late Payments:** If payment is not received by the due date, you will have a 3-day grace period to make the payment; otherwise, the NPF reserves the right to terminate your access to the program and all content as defined below immediately and permanently. If Coach has not received payment in full from Client within 7 days after the due date of payment, interest may be charged on the invoice balance. If Client has not paid an invoice for more than 90 days, Coach may refer the collection of the unpaid amount to an attorney or a collection agency. If Client's unpaid invoices are referred to an attorney or collections agency, Client shall pay all reasonable attorney's fees or collections agency fees.

5. **Refund Policy:**

Your satisfaction with the Program is important to us. However, because of the extensive time, effort, preparation, and care that goes into creating and providing the Program, the NPF has a no-refund policy. Unless otherwise provided by law, you acknowledge that the NPF does not offer refunds for any portion of your payment for any of the Program, and no refunds will be provided to you at any time. By using and/or purchasing the Program, you understand and agree that all sales are final, and no refunds will be provided. The NPF reserves the right, in its sole discretion, to determine how to discipline a participant who violates these TOU. Therefore, if a participant disagrees with how the NPF disciplines another participant and requests a refund, the NPF will deny such a request.

Furthermore, if a participant violates these TOU, the NPF reserves the right, in its sole discretion, to offer the participant another opportunity to abide by these TOU. If a participant disagrees with the NPF offering another participant a second opportunity to follow these TOU, no grounds for a participant to receive a refund would be created, and any request for a refund on this basis shall be denied. If, in the NPF's sole right and discretion, you persist with behaviors or actions that violate these TOU, the Nonprofit Fixer may terminate your access and participation in the Program without notice and without refund. Since the NPF has a clear and explicit refund policy in these TOU that you have agreed to prior to completing the purchase of the Program, the NPF does not tolerate or accept any type of chargeback threat or actual chargeback from your credit card NPF or payment processor. If a chargeback is placed on a purchase or the NPF receives a chargeback threat during or after your purchase, the NPF reserves the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account, which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

6. **Conditions:** This Agreement will not take effect, and Coach will have no obligation to provide group coaching services, until both Parties have executed this Agreement and Client pays a minimum of \$280.

6.1 **Changes:** Nonprofit Fixer reserves the right to modify the Program, curriculum, community platform, coaching schedule, bonuses, coaches, technology platforms, or delivery methods at any time in order to improve the participant experience or accommodate business needs. Such changes shall not constitute grounds for cancellation, refund, or breach of this Agreement.

6.2 **Guest Coaches:** Coach may utilize guest experts, substitute coaches, facilitators, or other qualified professionals without notice and without reducing the value of the Program.

7. **Client's Duties:** Client agrees to follow this Agreement and to pay Coach's invoices on time.

8. **Office Hours and Communication**: Coach's office hours are Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Time Zone. Slack or Email shall be the primary form of communication between the Parties. Coach does monitor the Slack channels during nearly all available hours that he is awake and may respond there sooner than other channels. Coach will respond to emails within 48 hours unless he is on vacation. Phone calls must be prescheduled.

8.1 Vacation: The Coach may schedule up to (8 weeks) vacation per 12-month period where they will not be available on COMMUNITY CHANNEL or for any calls. Coach will normally reschedule if more than 4 vacation days happen during a coaching call.

Nonprofit Fixer Slack workspace access is available only to group coaching clients. Upon termination of this Agreement for any reason, you will be removed from the Slack workspace.

9: Your Conduct

The Program is a "pitch-free zone." You agree you will not pitch, promote, market, or sell any other products, groups, programs, or events to Program participants on any NPF website or third-party forums operated by the NPF, whether or not officially sanctioned, owned, or operated by the NPF. This means you agree not to form, or ask Program participants to join, "shadow" groups on social media or any other platform, or in-person meetups, based on interests or locality. You agree you will not invite Program participants to participate in events, such as a meetup, seminar, or athletic competition, or ask Program participants questions for "market research" or any other research, without first receiving approval from the NPF. You agree not to market, promote, or sell products or services to Program participants, unless you are authorized or requested to do so by the NPF. Please choose carefully the materials that you upload to, submit to, or embed on any website operated by the NPF and any third-party forums operated by the NPF. Any material you post on the NPF's website or in any third-party forums operated by the NPF may become public.

You are responsible for the material you post on the NPF's website or in any third-party forums operated by the NPF and for any liability that may result from any

material you post. You participate, comment, and post material at your own risk. Any communication by you on the NPF's website and any third-party forums operated by the NPF, whether by leaving a comment, participating in a chat, public or private forum, or other interactive service, must be respectful. You may not communicate or submit any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory, or obscene or otherwise in violation of any law or the rights of others. You agree to post comments or other material only once.

You are strictly forbidden from the following:

- Harmful, threatening, defamatory, abusive, harassing, obscene, vulgar, hateful, pornographic, or otherwise objectionable, fighting or being disrespectful to members; or
- Advocating or encouraging conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; Using any NPF website or third-party forums operated by the NPF for any unlawful, illegal, fraudulent, or harmful purpose or activity, or
- Making a false or misleading representation of affiliation with any other person or entity. Client may not employ false identifiers to impersonate any person or entity or to misrepresent or disguise the true origin of any content.
- Soliciting donations for any nonprofit or cause or attempting to solicit business for your business or any other business
- Soliciting sponsorships, volunteers, board members or employees/vendors.
- Disparaging, defaming, or damaging the coach(es) or the coach's business or the other clients and participants or their businesses or nonprofits, or
- Causing damage to any NPF website or third-party forums operated by the NPF, or
- Using any NPF website or third-party forums operated by the NPF to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software, or
- Using any NPF website or third-party forums operated by the NPF to transmit, send, or deliver unsolicited communications or for other marketing or advertising purposes

- Systematically or automatically collecting data from any NPF website or third-party forums operated by the NPF
- Sharing private and proprietary information from other participants with anyone else

Discriminatory speech, hate speech, comments, or actions against another participant based on their sex, gender, age, sexual orientation, gender identity or expression, ethnicity, race, socio-economic status, disability, or other labels. The NPF does its best to create a safe and welcoming space for all participants; however, NPF cannot guarantee that all participants will follow these guidelines. NPF, in its sole discretion, may remove any participant's comments, posts, content or materials; however, NPF does not have a duty to review all comments, posts, content and materials shared within any online private forums, online courses, or groups or on any group call. Therefore, NPF shall not be held liable for any participant's comments, actions, posts, online course content or materials that result in another participant's trauma or discomfort. NPF is not responsible for content that is willingly submitted by the participant.

Participants in the Program must actively participate in dialogue and interactions with other participants. The NPF created the Program to encourage participants to step outside their comfort zones, foster connections, engage in vulnerable dialogue, and meet individuals from different racial, gender, and socioeconomic backgrounds. Without participation, the principles on which the Program was founded would be pointless. Therefore, all participants must actively participate in the Program, and the NPF reserves the right to terminate your access to the Program and all Content immediately and permanently, without refund, if you are merely "lurking." If, in the NPF's sole discretion, your conduct violates these TOU in any way, you agree that the NPF may immediately and permanently terminate your participation in the Program and your access to the Content without refund. The NPF, in its sole discretion, may delete or modify, in whole or part, any post, comment or submission to the NPF's and any third-party forums operated by the NPF. The NPF does not, however, have any obligation to monitor posts, comments, or material submitted by third parties. The NPF neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on the NPF website or any

third-party forums operated by the NPF. The NPF shall not be responsible or liable for any loss or damage caused by third-party posts, comments, or materials on the NPF website and any third-party forums operated by the NPF.

The NPF may also post separate rules regarding your behavior in any online community or forum, whether hosted on the NPF's website or a third-party website, which may be updated from time to time. You agree that you are bound by those rules, and they are expressly incorporated into these TOU.

9.1 Your Responsibilities

You agree to complete all tasks assigned during the Program, including but not limited to watching or listening to videos, completing worksheets, assignments, and homework, and attending and participating in coaching sessions. You agree that your relationship with the NPF is that of a coach-client relationship and that no other professional relationship has been established. You agree that coaching is not to be used as a substitute for professional advice of any kind, including medical, mental, or other qualified professional help and you agree to seek professional guidance for such matters, should they arise, independent of the coaching relationship.

9.2 Pause

Participation may not be paused, suspended, frozen, extended, or deferred except at Coach's sole discretion.

10. Unauthorized Use: Your use of any materials found in the Program or Content other than that expressly authorized in this TOU or by a separate written assignment is not permitted ("Unauthorized Use"). You agree to pay liquidated damages of five (5) times the total fees paid for the Program in the event of your Unauthorized Use, or a minimum of five thousand dollars (\$5,000.00), whichever is greater, in addition to any legal or equitable remedies the NPF may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use. You agree that any violation or threatened violation of the Intellectual Property Rights terms in these TOU would cause irreparable injury to the NPF that may not be

adequately compensated by damages, entitling the NPF to obtain injunctive relief, without bond, in addition to all legal remedies.

11. **Mutual Nondisclosure:** Group coaching is a process that requires commitments among the group members to provide a safe environment for support, mutual accountability, and collective wisdom.

Coach respects Client's privacy and insists Client respect the privacy of the group's other members. Client should consider this a Mutual Nondisclosure Agreement. Any Confidential Information shared by Client, Coach, or other group members (as the "Disclosing Party") to Client, Coach, or other group members (as the "Receiving Party") is confidential, proprietary, and belongs exclusively to the party who discloses it. Client agrees not to disclose, reveal, or make use of any Confidential Information.

"Confidential Information" includes all information about the Disclosing Party's business affairs and services, materials comprising or relating to Intellectual Property, trade secrets, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information").

Confidential Information shall include all information of which unauthorized disclosure could be detrimental to the interests of the Disclosing Party, whether or not such information is identified as Confidential Information by the Disclosing Party.

Confidential Information does not include information that, at the time of disclosure:

- a. was in the Receiving Party's possession prior to it being furnished to the Receiving Party under the terms of this Agreement, provided the source of that information was not known by the Receiving Party to be bound by a confidentiality agreement with, or other continual, legal or fiduciary obligation of confidentiality, to the Disclosing Party;
- b. is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known to the public;
- c. is rightfully obtained by the Receiving Party from a third party, without breach of any obligation to the Disclosing Party;

- d. is independently developed by the Receiving Party without use of or reference to the Confidential Information; or
- e. is required to be disclosed pursuant to applicable law.
- f. Recordings of group coaching sessions or any material shared in the Slack workspace belonging to Coach.

Client agrees to keep Confidential Information in the strictest confidence. Client also agrees that if Client violates or displays any likelihood of violating this Section, the Disclosing Party shall be entitled to injunctive relief to prohibit any such violations in addition to the remedies otherwise available at law or in equity.

11.1 Your License to the NPF; Use in Testimonials and Marketing.

By posting or submitting any material during the Program such as comments, posts, photos, designs, graphics, guest trainings, images or videos or other contributions, you are representing to the NPF that you are the owner of all such materials, and you are at least eighteen (18) years old. You guarantee that you have obtained all necessary rights and permissions before sharing your potential clients calls in the NPF's Sales Call Clinics. You are not required to share potential client calls in the NPF's Sales Call Clinics as part of the Program. You consent to photographs, videos, and/or audio recordings, including teleconference calls, webinars, or other communications, that may be made by the NPF during the Program that may contain you, your voice and/or your likeness. The NPF may request your consent to the NPF's use, display, distribution or other publication of these photographs, videos and/or audio recordings created by the NPF in connection with your participation in the Program. If you grant such consent, you agree that the NPF, and anyone authorized by the NPF, is granted the right, without any compensation to you, to use your likeness, including any photographs, videos and/or audio recordings in which you might be identified, whether created by you or the NPF, for any purposes, including commercial purposes and advertising. This right includes granting the NPF proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by the NPF to you. This means we will ask for your permission before using any recordings from our coaching calls.

You grant the NPF the right to use any photographs, videos, audio recordings and/or any other materials either submitted by you to the NPF, or created by the NPF in connection with your participation at any live or virtual event hosted by the NPF, for any purposes, including commercial purposes and advertising, and grant the NPF the right to make it part of the NPF's current or future website, Program, and Content, without compensation to you at any time, now or at any time in the future. This includes the right to use your likeness and identify you as the individual depicted in any such photographs, videos, audio recordings and/or any other materials without any further permission from you or compensation by the NPF to you. This means that if you attend our events, you are giving us permission to use any photographs, videos, and/or audio recordings captured during those events, including images or recordings in which you are visible and Recognizable.

Additionally, you grant the NPF an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly display any comments, statements, or testimonials you submit or share in connection with your participation in any Program for any purposes, including commercial purposes such as advertising, and grant the NPF the right to make it part of the NPF's current or future website, Program, and Content. This right includes granting us proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you. You acknowledge that the NPF has the right but not the obligation to use any contributions from you and that the NPF may elect to cease the use of any such contributions at any time for any reason. This means we can use any statements or comments you have made on our website, in the coaching portal, or in the Slack community as testimonials without further permission from you.

11.2 Confidentiality

The NPF is not legally bound to keep your information confidential. You may use a screen name or pseudonym instead of your actual name for your participation in coaching sessions and public posts on the NPF website and in third-party forums operated by the NPF.

You agree that the NPF shall not be liable for the disclosure of any of your information by another Program participant. You agree to keep all information you learn about other Program participants, their businesses, or clients (as applicable), strictly confidential except in very rare circumstances where disclosure is required by law. The NPF may record coaching calls and share them in the Program, on the NPF's website, or on third-party forums operated by the NPF. You agree you will not share any recorded coaching calls or third-party forum postings outside the private member areas of the NPF's website, or any third-party forums operated by the NPF. If the NPF discovers you have done so, this will be grounds for immediate termination of your access to the Program and Content

No Scraping: Participants may not copy, scrape, export, download, record, reproduce, or compile member directories, conversations, Slack content, chat discussions, participant information, or coaching materials. Participants may not record coaching sessions, screenshots, Slack discussions, presentations, or other Program materials without prior written permission.

12. **Intellectual Property Protection and Personal Use:** Client understands and agrees that the group coaching materials, including, but not limited to, documents, videos, sound recordings, layout, information, documents, data, photos, graphics, designs, and other files, are the proprietary property of Coach and The Nonprofit Fixer and are protected by United States intellectual property rights.

Client is granted a limited non-exclusive non-transferable license to download, view, copy, and/or print the group coaching materials solely for Client's personal, non-commercial use or for the use of the client's existing non-profit at the time of enrollment in the group coaching program.

Any other use of the group coaching materials, including, but not limited to, for any commercial use, copying, republication, distribution, transfer, performance, display, or reproduction other than as indicated above, is strictly prohibited.

Client agrees not to use the group coaching materials in any manner that constitutes an infringement of Coach's intellectual property rights. Unauthorized use

constitutes theft, and Coach reserves the right to prosecute theft to the fullest extent of the law. You may not use my content for...

- AI training
- course recreation
- derivative courses
- workshops based on your material
- licensing
- resale
- white labeling

Participants may not upload Program materials, recordings, transcripts, templates, or proprietary frameworks into publicly accessible AI systems or use AI to reproduce, recreate, or redistribute Coach's intellectual property.

13. **Generative Artificial Intelligence (AI)-Assisted Group Coaching Services:**

Coach may, from time to time, use generative AI tools including, but not limited to, language models, content generators, and image generators, to support the development of coaching materials or resources. Such tools are used solely to supplement Coach's professional judgment, experience, and expertise, and are not a substitute for personalized coaching.

Under no circumstances will Coach input Client's Confidential Information into public or non-secure AI systems.

Client acknowledges and consents to Coach's limited use of AI tools for general support purposes, provided that such use complies with confidentiality obligations and professional standards.

14. **Legal and Financial Disclaimer:** Client understands and agrees that the coaching services are not to be used in lieu of advice from a licensed attorney, accountant, and/or financial advisor. The information provided is not business, financial, or legal advice. Client is advised to consult with an attorney, accountant, and/or financial advisor in Client's area who understands Client's particular personal, business, and/or financial situation so that Client can take the right steps for Client and Client's business or situation.

15. **Earnings Disclaimer:** Client understands and agrees that the group coaching services are intended to provide information and education to assist Client in attaining Client's goals.

Client understands and agrees that Client's success depends entirely on Client's business and nonprofit experience, motivation, and individual capacity. There are no guarantees as to Client's earnings or income. Client understands that success depends upon many factors outside Coach's control, including implementation, fundraising environment, organizational capacity, leadership, board participation, timing, economic conditions, and effort. No guarantees are made regarding fundraising results, revenue growth, board engagement, employment outcomes, or organizational success.

16. **Assignment:** Neither Coach nor the Client may assign this Agreement or the rights or obligations set forth in this Agreement. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void.

17. **Notices:** Any notice required or desired to be given pursuant to this Agreement shall be deemed to have been given when (a) personally served, or (b) sent by e-mail to the respective Party to whom the notice is being given at the email address below the signature of that Party herein, or (c) mailing by deposit into the United States mail, postage fully prepaid, addressed to the respective Party to whom the notice is being given at the address below the signature of that Party herein, or (d) at such other email address or mailing address as the respective Party may designate by notice given pursuant to this paragraph.

18. **Termination:** Client and Coach may terminate this Agreement at any time with 30 days' written notice. When Coach's services terminate, all unpaid charges will immediately become due and payable. The NPF reserves the right in its sole discretion to refuse or terminate your access to the Program and Content, in full or in part, at any time without notice. The NPF may terminate your participation in the Program at any time, without refund, if you breach any part of these TOU. In the event of cancellation or termination, you are no longer authorized to access the part of the Program or Content affected by such cancellation or termination. The restrictions imposed on you in these TOU with respect to the Program and its Content will still apply now and in the future, even after termination by you or the NPF.

If you would like to cancel your access and participation in the Program, you must provide the NPF with written notice, including by e-mail, to sean@nonprofitfixer.com. You will not be issued a refund for any remaining portion of the Program after your cancellation. Your license to the Program and Content will be terminated as outlined above. In the event you decide to cancel, any remaining installment, default, or late payments will be due immediately. If Client is dissatisfied with any aspect of the Program, Client agrees to notify Coach promptly and in good faith, so Coach has a reasonable opportunity to address the concern. Failure to communicate concerns during the Program waives Client's right to later claim that Coach was not given an opportunity to remedy the issue.

Termination before completion: If this agreement is terminated before the project is complete, NPF shall be paid for all the work completed up to the date of termination. If the project is canceled before the project starts, due to a lack of submission of needed project material on behalf of the client by the deadline, the client is required to pay their monthly payment invoice, as well as an additional \$500 inconvenience fee for holding a project spot and not fulfilling the project requirements. This fee will be charged within three calendar days.

19. **Force Majeure:**

(a) Neither Party shall be liable in damages, nor shall be subject to termination of this Agreement by the other Party, for any delay or default in performing any nonmonetary obligation hereunder if that delay or default is due to any cause beyond the reasonable control and without fault or negligence of that Party; provided that, in order to excuse its delay or default hereunder, a Party shall notify the other within 5 calendar days of the occurrence or the cause, specifying the nature and particulars thereof and the expected duration thereof; and provided, further, that within 5 calendar days after the termination of such occurrence or cause, such Party shall give notice to the other Party specifying the date of termination thereof. Typical situations include

- Illness
- internet outages
- pandemics
- natural disasters

- government action
- platform outages
- Travel disruptions

All obligations of both Parties shall return to being in full force and effect on the termination of such occurrence or cause (including without limitation any payments that became due and payable hereunder prior to the termination of such occurrence or cause). If such event continues for more than thirty (30) days, either Party may terminate this Agreement. This Section does not excuse either Party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Client's obligation to pay for services rendered.

(b) For the purposes of this Section, a "cause beyond the reasonable control" of a Party shall include, without limiting the generality of the phrase, any act of God, act of any government or other authority or statutory undertaking including any law, order, proclamation, regulation, ordinance, or demand, natural disaster, fire, explosion, flood, earthquake, accident, electrical, internet, or telecommunication outage that is not caused by the Party, epidemic, pandemic, strikes or other organized labor action, riot, insurrection, terrorism, or war (declared or undeclared), or other events of a magnitude or type for which precautions are not generally taken in the industry.

22. **Entire Agreement:** This Agreement expresses the full and complete understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter hereof.

23. **Modifying the Agreement:** This Agreement may be amended only in a writing signed by both Parties.

24. **Indemnification:** Client agrees at all times to defend, hold harmless, and indemnify Coach, and its subsidiaries, affiliates, agents, officers, directors, employees, or partners, from any cause of action, lawsuit, and judgment, including attorney's fees and costs, arising from Client's use of the coaching services or information provided on or in Coach's website, programs, and/or services, unless caused by the gross negligence or intentional wrongful act of Coach.

THE GROUP COACHING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

CLIENT AGREES THAT COACH, AND ITS SUBSIDIARIES, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, OR PARTNERS, IS NOT LIABLE TO CLIENT OR OTHERS IN ANY WAY FOR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO COACH'S GROUP COACHING SERVICES OR ANY INFORMATION PROVIDED ON OR IN COACH'S WEBSITE, PROGRAMS, AND/OR SERVICES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL, AND/OR SPECIAL DAMAGES.

COACH'S CUMULATIVE LIABILITY FOR ANY LOSS OR DAMAGE TO CLIENT OR OTHERS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED \$280 (USD).

Coach expressly excludes any liability to the fullest extent of the law.

Should Coach be required to defend itself in any action directly or indirectly involving Client, Client agrees to provide any documents, testimony, evidence, or other information Coach deems useful to Coach free of charge.

25. **Severability in Event of Partial Invalidity:** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

26. **Waivers:** No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof.

27. **Dispute Resolution:**

This Agreement will be governed by and interpreted in accordance with the laws of the State of New York, without regard to conflict of laws principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York, excluding that State's conflict of laws principles.

The Parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Manhattan County, NY in any action arising out of or relating to this Agreement. By signing this Agreement, both Parties submit to the exclusive

jurisdiction and venue of these courts and waive any defense of forum non conveniens.

27.1 **Users Outside the United States**

The NPF controls and operates the Program from offices in the United States. The NPF does not represent that the Program or its Content are appropriate or available for use in other locations. People who choose to access the Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

28. **Miscellaneous:**

(a) This Agreement shall be construed as to its fair meaning and not strictly for or against either Party.

(b) The headings hereof are descriptive only and are not to be construed in interpreting the provisions hereof.

29. **Counterparts and Right:**

(a) This Agreement may be executed in any number of counterparts, including electronic signature, each of which shall constitute one and the same original. If this Agreement is signed in counterparts, no signatory hereto shall be bound until both Parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

(b) The person signing on behalf of each Party represents that they have the right and power to execute this Agreement.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

Coach: Sean Kosofsky	Client's Name or Registered Business Name
By:	By: Client's Name and Business Title

Mind the Gap Consulting, LLC DBA the Nonprofit Fixer Owner Sean Kosofsky	
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