

GROUP COACHING AGREEMENT

This Coaching Agreement (“Agreement”) is entered into as of the purchase date between the purchaser (“Client”), and Leisha Drews, Abundant Life Wellness LLC (“Company”). The Client and the Company are individually referred to as “Party” and may be collectively referred to as the “Parties.”

This Term of this Agreement shall be from purchase date and for duration of use of the program.

WHEREAS, Company offers Coaching (“Coaching Services” or “Program”) provided by Company to the Client; WHEREAS, the Client seeks to join Company’s Group Coaching and gain consultation and coaching by Company; NOW, THEREFORE, by signing up with Company, and in consideration of the foregoing, of the mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

EXPECTATIONS AND RESPONSIBILITIES

The Company’s role is to offer online wellness coaching services.

DISCLAIMER + COACHING DEFINITION

For the purposes of the Program, the Company is not an employee, medical provider, naturopath, dietician, nutritionist, or giving any medical advice at all to the Client. Client understands that coaching is working with the Company to help Client think through and analyze decisions and assist Client with finding his/her own direction. The Coach may share her opinion regarding decisions, but it is the responsibility of the Client to make the final decision and choose the best option for his/herself.

Coaching Services defined: The Company is a wellness/health coach and mentor, who offers the following Coaching Services as part of the Group Program: assisting Clients to discover his/her own wellness strategy & providing guidance and insight as into personal strategy & mentorship.

Coaching Services do not include: 1) providing medical advice for the Client; 2) providing specific nutritional guidelines to the client such as calorie intake, meal plans - any templates provided are for educational purposes and examples only and are not to be taken as direct nutritional advice.

Client hereby acknowledges that wellness coaching is a subjective service and Company’s methods to provide this service may change in terms of style and/or technique. Company and/or Coach may use its personal judgment to provide the Program services to Client, even if these methods do not follow strict adherence to Client’s suggestions.

Client hereby acknowledges that Client is solely responsible for the amount and type of results and/or other income that Client generates by implementing techniques and advice provided by Company. Client also acknowledges that he/she is solely responsible for any decision to change nutrition/supplements/or other health choices and indemnities Company from any liability regarding said decision.

Similarly, Client also agrees that he/she is solely responsible for any personal decision and indemnities Company from any liability regarding said decision.

COACH’S RESPONSIBILITIES

Company promises to offer Coaching Services (as defined above).

CLIENT'S RESPONSIBILITIES

Company's Program has been developed for educational purposes only. Company has established her proprietary Program in order to educate and inspire Clients to pursue his/her personal goals. However, Client hereby acknowledges that Company does not guarantee Client's goals, whatever the goals may be, will be reached by completing and implementing the advice and techniques in the Program. Client accepts and agrees that Client is 100% responsible for his/her results from the Program. Client acknowledges that, as with any health related endeavor and investment, there is an inherent risk associated. As such, Client agrees there is no guarantee that Client will attain his/her goals by simply completing the Program.

Nevertheless, Client acknowledges that he/she can optimize her potential results from the Program by adhering to the following:

Completion of all Program material, including assignments and worksheets if applicable; Thoughtful and meaningful participation in all community group interactions with Company; Utilization of Company's feedback;
Completion of all assigned work, material, and research,
Committing to the Program;
Taking 100% responsibility for Client's results, 100% of the time.

COMMUNICATION

Being accessible and attentive to clients is a priority. If Client needs to reach Company during the duration of the course, please contact Company via email at leisha@abundant-lifewellness.com or post in our community group with your questions.

Company will do its best to respond to Client within forty-eight (48) hours Monday through Friday. On weekends and holidays, Company will do its best to reply on the next business day.

THE MESSAGE BOARDS AND OTHER SOCIAL MEDIA WEBSITES

1. Company may host Facebook groups, message boards, chats and other public forums. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and refused continued access to, the message boards, chats or other public forums in the future. Company or its designated agents may remove or alter any user-created content at any time for any reason.
2. Groups, chats and other public forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these public forums may be provided by Company staff, Company's outside contributors, or by users not connected with Company, some of whom may employ anonymous user names. Company expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statements made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of Company or any of its subsidiaries or affiliates.
3. Company may monitor content posted on Facebook groups, message boards, chats and other public forums, but has no duty to do so.
4. Using a third-party social media platform, message board, or forum will subject Client to the terms and conditions of that third-party website. Client is encouraged to read those terms and conditions before using the third-party's website.

TERMINATION

1. Company may terminate this agreement if:
 1. Client becomes disruptive or difficult to work with;
 2. Client fails to follow the terms of this agreement; or
 3. Any other reasons Company sees fit.
2. Client may terminate this agreement at any time for any reason they see fit.
3. Upon termination of this Agreement, Company will immediately revoke Client's right to use the Program and block all access to its account, and may anonymize or delete all data and information associated with Client's account thirty (30) days after such termination. Upon termination of this relationship, Client will remain obligated to pay any accrued charges and amounts which become due for payment prior to or following termination.

INVESTMENT AND PAYMENT

Client is financially willing and able to invest in this Program by choice, and by so doing, Client is not in any way incurring any economic hardship. Client understands that there is no refund policy in this Program.

1. Client will be required to provide account information for at least one valid credit card through the Company's payment page ("Credit Card Information"). We will use this Credit Card Information to process agreed upon payment in accordance with this Agreement.
2. We are not liable for any payments that are not completed because: (1) your credit card account does not contain sufficient funds to complete the transactions or the transactions would exceed the credit limit or overdraft protection of the credit card account; (2) You have not provided us with correct payment account information; (3) your credit card has expired; or (4) of circumstances beyond our control (such as but not limited to, power outages, interruptions of cellular service, overzealous fraud protection rules applied by your payment card brand or acquirer bank, or any other interface from an outside force).
3. All payment is exclusive of any taxes or duties imposed by jurisdiction tax law. The Company will not be responsible for any taxes or duties owed by you.
4. Client agrees to pay all fees incurred by Company in order to collect payment from Client, including reasonable attorney fees.

AUTHORIZATION AND RECEIPT

If the Client pays in full via debit card or credit card, Client will receive an electronic receipt. If Client uses a payment plan, Client agrees to automatic payments each month.

REFUND POLICY

All sales are final and no refunds will be afforded and you waive any rights to charge-back your purchase with your credit card processor. Subscriptions will not be prorated if cancellation occurs during a billing cycle. Client is not entitled to a refund if either Party terminates this Agreement under Section 4. Client is financially willing and able to invest in this Program by choice, and by so doing, Client is not in any way incurring an economic hardship. Client understands that there is no refund policy in this Program.

MISSED PAYMENT

If payment is not received by the date due or there is a problem with the payment transaction or method, Client will be notified by e-mail and have a three (3) day grace period to make the payment following the due date. During this time, the Program will be put on hold and commissions will be withheld, including during the grace period. If no payment is made within the grace period, the Program will automatically terminate, and Client will forfeit any remaining Coaching Sessions and

Program access. Payments must be received at least twenty-four hours prior to the first scheduled Coaching Session, otherwise, the Coaching Session is canceled and cannot be made up until payment resumes.

NO GUARANTEED OUTCOMES

I understand that Program outcomes can be subjective and can vary greatly depending upon individual circumstances and individual effort invested in the Program process. Joining this program does not guarantee that I will take any specific action and does not offer any guarantee of success. As such, I understand that the Company makes no guarantee, representation or warranty of any nature or kind that this program will be effective or will result in any particular outcome. I agree that I will not hold the Company responsible, in whole or in part, for any result that I do or do not achieve.

ASSUMPTION OF RISKS

I understand that participating in this Program entails risks and challenges associated with an intensive program of personal and business development, including, by way of example, physical, mental or emotional distress that may accompany significant life changes. By signing this Agreement, I am freely and voluntarily assuming the risks arising from my participation in the Program (including risks that cannot be foreseen at this time). I take full responsibility for my business' health, my personal health and well-being, my actions and decisions, and my personal care during my Program engagement and thereafter.

FORCE MAJEURE

Under no circumstances will Company be liable for any delay or failure in performance resulting, directly or indirectly, from any event of force majeure or other cause beyond Company's control including, without limitation, acts of god, war, pandemics, equipment and technical failures, electrical power failures or fluctuations, strikes, labor disputes, riots, civil disturbances, shortages of labor or materials, natural disasters, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

CONFIDENTIALITY

1. "Confidential Information" means any information that is treated as confidential by a party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential." Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.
2. The Receiving Party agrees:
 1. Not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its [and its Affiliates, and their] officers, employees, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section.
 2. To use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use

- of the Services and Deliverables; and
3. To immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.
 3. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:
 1. Prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and
 2. Reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.
 4. Survival: This section shall survive the termination of this Agreement until the Confidential Information becomes well known industry practice or disclosed at large by the Disclosing Party. Whether or the Confidential Information has been disclosed at large is at the discretion of the Disclosing Party.
 5. Return of Confidential Information: Upon termination of this agreement the Receiving Party must immediately return all Confidential Information, copies thereof, or anything related to Confidential Information to the Disclosing Party.

INTELLECTUAL PROPERTY

1. Client agrees that all intellectual property related to the Program is the sole property of the Company. Client agrees not to infringe on the Company's intellectual property rights or use Company's intellectual property in a manner that exceeds the scope of this Agreement.

LICENSE

1. Company hereby grants to the Client a limited license, subject to the terms of this Agreement, to use Program Materials for a (12) month period at minimum. Access will continue to be granted according to request by the client after that time frame.
2. Client agrees to use its best efforts in the use of the Program Materials in a way to protect the good name and goodwill associated with the Program Material and Company
3. Client agrees not to attack the title of Company in and to the Program Material nor attack the validity of the license granted hereunder;
4. Client agrees not to harm, misuse or bring into dispute the Program Material and Company, but to the contrary, will maintain the value and reputation thereof to the best of Client's ability.
5. Client shall have no right to assign or transfer this limited license.
6. The license granted herein does not grant Client any right, title or interest, at law or in equity, in or to any of Company's trademarks, service marks, copyrights, copyrighted material, or any derivative uses thereof or, the name or images of the Company including trade secrets or other rights or intellectual property of any kind, except as provided by said license. Further, such license applies only to those Program Material designated herein. You shall not represent to others or conduct yourself in any manner that might indicate to others that you possess any other legal or equitable rights in our Program Material, Trademarks, copyrighted materials, trade secrets or other rights or intellectual property of any kind other than by virtue of the license granted hereunder.
7. Company shall have and hereby reserves all rights and remedies which it has, or which are granted to it by operation of law, to enjoin the unlawful or unauthorized use of the Program Material (any of which injunctive relief may be sought in the courts, and also may be sought prior to or in lieu of termination), and to be compensated for damages for breach of this Agreement.

REPRESENTATION AND WARRANTIES

1. Each party represents and warrants to the other party that:
 1. It is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;
 2. It has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under this Agreement;

3. The execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and
 4. When executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
 5. Developer represents, warrants, and covenants to Customer that Developer will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.
2. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION MUTUAL REPRESENTATION SECTION, ALL THE SERVICES/PRODUCT ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

LIMITATION ON LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL COMPANY, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING OUR MESSAGING, BLOGS, COMMENTS OF OTHERS, BOOKS, EMAILS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE OR BY US IN ANY WAY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) CLIENT SPECIFICALLY ACKNOWLEDGES AND AGREE THAT THE COMPANY IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF CLIENT IS DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, CLIENT'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE PRODUCTS, SERVICES AND/OR MATERIALS.

INDEMNITY

In addition, on my own behalf and on behalf of my heirs, next of kin, family members, estate, beneficiaries, executors, administrators and representatives, I covenant and agree that (i) I will not institute or attempt to institute any legal action, arbitration, demand or proceeding against any member Company based upon any Released Claim, and (ii) I will indemnify, defend and hold Company and each of them from and against any losses, claims, liabilities, expenses or damages, including attorneys' fees and costs, incurred in connection with the defense of any Released Claim or any other breach of my obligations under this Agreement.

DISPUTE RESOLUTION

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Cleveland County, Oklahoma. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Cleveland County, Oklahoma. Judgment upon the award rendered by the arbitrator may be entered in

any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. At no point shall Company be liable to Client for more than the amount Client paid Company over the previous 12-month period.

CHOICE OF LAW

This Agreement and the interpretation of its terms shall be governed by the state of Colorado and construed in accordance with the laws of the state of Colorado and subject to the exclusive jurisdiction of the federal and state courts located in the state of Colorado.

ASSIGNMENT AND DELEGATION

The Parties may not assign or subcontract any rights or delegate any of its duties under this Agreement without Contractor's prior written approval. Further Assurances. On a party's reasonable request, the other party shall, at such other party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

MODIFICATION

This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

ENFORCEABILITY

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.