

COACHING AGREEMENT

This Coaching Agreement (the "Agreement") is entered into April 2021 (the "Effective Date"), by and between **Mar Michelle Häusler** (the "Coach") and **Yourself** (the "Client"), collectively "the Parties."

Purpose of Agreement: The purpose of this Agreement is to develop a coaching relationship between the parties in order to cultivate the Client's personal, professional and/or business goals and create a plan to carry out those goals through stimulating and creative interactions with the ultimate result of maximizing the Client's personal and/or professional potential ("Coaching Services").

The Parties agree as follows:

1. **Coaching Schedule.** The Parties agree to have group coaching meetings online (this can be changed in case both parties agree) for the specified time (each meeting) on Zoom. The Coach will be available by email and in the private Facebook group (the Coach will endeavor to respond to your emails within 48 hours of receipt). In the event that the Client requires additional coaching sessions with the Coach, the Client may request to schedule these sessions at the agreed rate.
2. **Coach-Client Relationship – Duties & Responsibilities.** A business and/or life coaching relationship is a partnership between two or more individuals or entities. This relationship is not a legal partnership, instead more like a teacher-student or coach-athlete relationship. Each party must uphold their obligations for the coaching relationship to be successful.
 - A. The Client agrees to communicate honestly, be open to feedback and suggestions, and to fully engage and devote himself/herself to the coaching process.
 - B. The Client acknowledges and agrees that coaching is a comprehensive process that may explore different areas of his/her life, including work, finances, health and relationships, but it is ultimately the Client's decision how he/she incorporates coaching into each aspect of life.
 - C. The Client is solely responsible for implementing the techniques discovered through coaching. By accepting the terms of this Agreement, the Client agrees and understands that the Coach provides Service(s). **The Client takes full responsibility for their own growth and success.** Further, you acknowledge that everyone's success is different, and dependent on factors such as your own motivation and ability to prioritize. Any testimonials are not meant as a promise or guarantee of your own growth. In other words: we do not guarantee results, you are responsible for your own growth, and there is an inherent risk that your investment doesn't pay off as you may have expected.
 - D. As such, the Client agrees that the Coach is not and will not be liable for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
 - E. The Client understands that coaching is not to be used as a substitute for professional advice by legal, mental, medical or other qualified professionals and will seek independent professional guidance for such matters. If the Client is currently under the care

of any mental health or medical professional, the Client agrees to inform the mental health care provider before beginning sessions with the Coach.

3. Confidentiality. This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound to confidentiality by the Association for Coaching Code of Ethics. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent. Confidential information does not include information that which: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by law to disclose.

4. Cancellation Policy. Client agrees to notify Coach 48 hours in advance of any scheduled session that he/she needs to cancel. In this case the session can be rescheduled. With less than 24hrs notice the Client will be charged for the entire session.

5. Termination of Agreement. This will be studied on a case by case basis. We have a refund policy on the commitment to the group coaching of 30days. To communicate on this email: info@givetakelab.com.

6. Limited Liability. Client agrees that the Coach is not liable or responsible for any actions or inactions, or for any direct or indirect result of any services provided by the Coach. Except as expressly provided in this agreement, the Coach makes no guarantees or warranties, express or implied. In no event will the Coach be liable to the Client for consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this agreement, and the Client's exclusive remedy, will be limited to the amount paid by the Client to the Coach under this agreement for all services rendered up until the termination date (upon completion of all coaching sessions).

The Parties agree to the terms and conditions set forth above as demonstrated by their electronic signatures.

7. Non Exclusivity. 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, including, if applicable, Clown't direct competitors.

8. Intellectual Property. Coach and Client agree that all inventions, trade secrets, confidentially 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.

Any Audio and/or Visual Presentations, Documentation, and other elements of the Service(s) are the sole property of the Coach. Except for the limited, revocable license expressly granted to you herein, this Agreement does not grant you any ownership or other right or interest in or to the Audio and/or Visual Presentations, Documentation, and other elements of the Service(s), or any other intellectual property rights of the Coach. The Client agrees not to disperse or reuse the coaching materials provided by Service(s), unless you have written permission.

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

9. Governing law: This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the European Union and the Country of Portugal.