Coaching Agreement

This Coaching Agreement (this "Agreement"), is effective the date of payment submission (the "Effective Date"), is by and between Treeline Enrichment, LLC ("Coach") and name listed above ("Client" or "You" and together with Coach, the "Parties", and each a "Party"). The Parties agree as follows:

Client-Coach Relationship

An effective coaching relationship requires mutual understanding and respect between the Coach and the Client. That requires the parties to agree to some basic tenets of coaching, including:

Coach and Client agree to communicate honestly, to be open to feedback, and to make time and space to participate fully in the coaching sessions called for hereunder. Client specifically agrees to be open to coaching.

By participating in the coaching, You agree to accept personal responsibility for the results of Your actions. You agree that the Coach has not made any guarantees about the results of taking any action, whether recommended during any coaching session or not. You recognize that Your ultimate success or failure will be the result of Your own efforts, Your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Coach.

Coaching Sessions

The Parties will engage in coaching sessions as purchased by Client that will last <u>60 minutes</u> and will be conducted via <u>video conference call</u>. Client shall be responsible for scheduling these coaching sessions at mutually agreeable times at the time of purchasing the session. In exchange for this call, the Client shall make the payment set forth on the checkout page at the time of purchase.

<u>Fees</u>

In consideration of the provision of the Services by the Coach, Client shall pay \$80 to book an individual coaching session. That payment shall be due and payable at the time of booking the session. Payment to Coach of such fees shall constitute payment in full for the performance of the Services. The coaching sessions will begin after the payment is made.

No Refunds

All sales are final, and the Coach does not offer any refunds for unused sessions or money-back guarantees. You recognize and agree that You shall not be entitled to a refund for any purchase under any circumstances.

Procedure and Scheduling

Coach and Client will agree to a mutually agreeable time for the coaching sessions. Once a coaching session is scheduled, You may not cancel or reschedule that session unless You do so at least $\underline{4}$ hours before it is scheduled to begin. Coach reserves the right to treat any meeting that Client misses or attempts to reschedule less than $\underline{4}$ hours before it is scheduled to begin as having been used by Client.

Confidentiality

The Coach shall treat the relationship with Client, as well as all information shared by the Client, as confidential. Coach shall not disclose the existence of the relationship or any information shared during

the coaching sessions without the Client's written consent. This means that the Coach will not disclose the Client's name as a reference without the Client's consent.

Client should be aware that a coach-client relationship does not give rise to privilege or any other legally protected confidentiality. That means that Coach could be ordered by a court to disclose information related to the relationship. Coach will notify Client of any legal request that would implicate Client's information prior to disclosing it but may not be able to oppose disclosing the information.

Confidential Information does not include information: (a) known to Coach prior to Client disclosing it; (b) that is generally known to the public or in the industry; (c) obtained by Coach from a third party, without breach of any obligation to the Client; or (d) that is or was developed independently by Coach without use of or reference to the Client's confidential information.

Use of Public Comments And Praise

To preserve the Client's confidences, the Coach will not publicly post anything about Client's sessions or coaching experience on social media or otherwise without the Client's express written permission.

To the extent Client chooses to make any public disclosures about the coaching experience, whether through social media or other media, the Coach may reshare that information. This will include the right to reshare the Client's comments, praise, or other disclosure on social media and other online platforms. In other words, if You choose to say anything about the coaching experience publicly, the Coach has the right to use those public comments to market and promote the Coach's business.

This will include any necessary licenses to the copyright in Your post and the right to use Your name, image, or likeness (to the extent they are attached to Your post) to promote the Coach's business.

Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Choice of Law & Choice of Forum

The Parties agree that this Agreement shall be construed under the laws of <u>Florida</u> regardless of any choice of law rules.

Each Party irrevocably and unconditionally agrees that any dispute arising under or related to this Agreement shall be resolved exclusively through individual, non-class arbitration to be held in <u>Polk</u>, <u>Florida</u> under the rules of the American Arbitration Association. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such arbitration and agrees to bring any such dispute only in such forum. Each Party agrees that a final judgment by such arbitration is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Miscellaneous Clauses

The Parties further agree:

<u>Entire Agreement.</u> This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

<u>Amendments</u>. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

<u>Severability</u>. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

<u>Waiver</u>. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

<u>Assignment</u>. Neither Party may assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. For the avoidance of doubt, any party may rely upon employees or independent contractors to perform any work required of it in this agreement, but the Party shall remain ultimately responsible for the completion of that work and its quality. Any purported assignment or delegation in violation of this Section shall be null and void.

<u>Relationship of the Parties.</u> The relationship between the Parties is that of independent contractors. 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.

<u>No Third-Party Beneficiaries.</u> This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

<u>Indemnification</u>. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, employees, and agents for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising from the Indemnifying Party's (i) breach or non-fulfillment of any representation, warranty, or covenant in this Agreement, (ii) breach of this Agreement, or (iii) grossly negligent behavior in connection with this Agreement.

<u>Force Majeure.</u> Neither Party shall be liable or responsible to the other, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of that Party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic or pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or

restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. If the event in question continues for a continuous period in excess of 15 days, either Party shall be entitled to give notice in writing to the other to terminate this Agreement.