

ELEVATE & MAGNETISE GROUP PROGRAMME TERMS

Parties:

Sarah Shuttle
Known as "Company" or "Coach"

And client
Known as "Client"

Collectively, all of the above people or businesses entering into this Agreement will be referred to as the "Parties."

PURPOSE OF THE AGREEMENT

Client wishes to hire Company to provide small-group coaching services, as detailed in this Agreement. Company has agreed to provide such services according to the terms of this Agreement.

TERMS

Description of Services. Client chooses to participate in **Elevate & Magnetise** Group programme commencing January 10th 2022.

Deposit: Client must pay the Company a deposit to secure Client's place. This deposit is non-refundable and will be applied to the Cost of the Services.

Cost of the Services: The total cost ("Total Cost") for all Services depends on the payment plan Client selects.

Payment Plan: If Client selects the payment plan option, all payments will be due before the programme commences on 10th January 2022, unless Client makes other arrangements with the Company.

Late Fees: If Client chooses the Payment Plan, then a late fee of £10 per day will be applied to any late payment amount. If not received by 9th January the Client will be unable to join the programme on that date.

Collections: If payment is not received by 60 days after the due date, company reserves the right to seek payment through collections or any other legal means. Client shall be

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responsible for any outstanding balance in full, as well as any collection and/or attorney's fees incurred as a result of Company's good faith efforts to collect any monies owed.

Transfers/Refunds: The Deposit and Total Cost are non-refundable. The Services or credit for fees paid for Services may not be transferred to another Client.

PROTECTIONS & RELATIONSHIP

Bad Faith Competition: Client agrees not to offer any similarly marketed or positioned offering as this Mastermind for at least one year following Client's participation via this Agreement. A similarly marketed or positioned offering is one that:

- Is likely to or can be proven to cannibalise sales from this Mastermind; or
- Is deemed to be in bad taste, or created in *bad faith*, at the discretion of the Company.
- For example, if Client joins this Mastermind for the sole purpose of stealing this Mastermind's format, clients or materials, this is considered *bad faith* behaviour.

Copyright Ownership: In the event that any copyrighted work(s) are created or shared as a result of the Services provided by Parties in accordance with this Agreement, the contributing Party owns all copyrights in any and all work(s) it creates, whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by the Party who creates the materials and may be used in the reasonable course of each Party's business going forward. For example, if Company shares a spreadsheet that Client utilises, Client may not share, distribute, sell or otherwise transfer the privileges of said spreadsheet and copyrighted material contained within the spreadsheet.

Trademark Ownership: Any and all trademarks, whether registered or unregistered, remain the property of the contributing Party.

Permitted Uses of Material(s): Company grants to Client a non-exclusive license of product(s) produced with and for Client for personal use only so long as Client provides Company with attribution reasonably visible on primary or related course materials or marketing collateral. In no event is Client allowed to share Company's materials, written or unwritten, with any third party without Company's express prior written permission.

Confidentiality: Parties will treat and hold all information of or relating to this Agreement, the Services provided, and the Parties' businesses in strict confidence and will not use any of this information except in connection with fulfilling the terms of this Agreement, and, if this Agreement is terminated for whatever reason, Parties will return all such information,

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including account access information, and any and all copies to the original Party and will remain bound to the Confidentiality provision of this Agreement. Confidential information (known as “Confidential Information” in this Agreement) means information that is of value to its owner and is treated as proprietary or confidential including, but not limited to, intellectual property, inventions, trade secrets or information, financial data or information, speculation, knowledge, general Company data or reports, future business plans, strategies, customer lists and information, client acquisition strategies, advertising campaigns, information regarding executives and employees, emotional or personal information shared during the Services, or the terms and provisions of this Agreement.

Further, at all times neither Party shall use or disclose any Confidential Information relating in any way to the past, present, or future business affairs, conditions, clients, customers, efforts, employees, financial data, operations, practices, products, processes, properties, sales, emotional or personal information, or services of or relating in any way to the Parties in whatever form to any parties outside of this Agreement.

Any accidental breaches of this Confidentiality Agreement, whether direct or indirect, shall be communicated with all practical speed to the other Party, according to the Notice provisions outlined in the Agreement, and appropriate and relevant corrective action taken at the responsible Party’s expense.

This Agreement imposes no obligation upon the Parties with respect to any Confidential Information that was possessed before initial business interactions commenced between the Parties; is or becomes a matter of public knowledge through no fault of the receiving Party; is rightfully received from a third party not owing a duty of confidentiality; is disclosed without a duty of confidentiality to a third party by, or with the authorization of, the disclosing Party; or is independently developed by either Party without prior knowledge of privileged or confidential information.

Relationship of the Parties: Client and any related subcontractors are not employees, partners or members of Company’s company or organization. Company has the sole right to control and direct the means, manner and method by which the services in this Agreement are performed. Company has the right to hire assistants, subcontractors or employees to provide Client with its Services. Parties are individually and separately responsible for their own business operations and expenses, including securing or paying any licensing fees, taxes (including FICA), registrations or permits. Client is not responsible for paying for any benefits, Workers Compensation, insurance or unemployment fees to Company.

Non-Exclusivity: The Parties expressly acknowledge that this Agreement does not create an exclusive relationship between the Parties. Client is free to engage others to perform services of the same or similar nature to those provided by the Company, and the Company shall be entitled to offer and provide services to other clients, and otherwise advertise the

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services offered by the Company. However, nothing in this paragraph should be construed to release Client from its payment obligations to the Company.

LIMIT OF LIABILITY

Waiver of Liability: Client voluntarily signs this waiver in favour of Company in consideration for The **Elevate & Magnetise programme**. Having proceeded with purchase, Client acknowledges that for herself/himself, Client's heirs, executors, administrators, representatives, or anyone else who might claim on Client's behalf, hereby waives, releases and discharges Company and its officers and directors, staff, employees, agents and volunteers from and against any blame and liability for any injury, harm, loss, inconvenience, or any other damage of any kind whatsoever, which may result from or be connected in any way to Client's participating in the Mastermind, and Client agrees to hold them harmless from any such claim(s). In addition to the absolute and unqualified release from all liability, Client hereby represents that Client will conduct herself/himself in a safe and prudent manner while participating in the Mastermind. Company reserves the right to cancel an activity or release a participant if it feels the participant's conduct is inappropriate or disruptive. Client is aware that by signing this, Client is waiving certain legal rights, including the right to sue Company or its officers and directors, staff, employees, agents and volunteers.

Maximum Damages: Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Company.

Indemnification: Client agrees to indemnify and hold harmless Company, its related companies, parties, affiliates, agents, independent contractors, assigns, directors, employees and officers from any and all claims, causes of action, damages or other losses arising out of, or related to, the Services provided in this Agreement, including all actions, causes of action, injuries, claims, negligence, costs or expenses, arising out of or related to Client's participation in Services and any related activities. In the case of in-person meetings or consulting, including the Live Workshops, Client agrees to either secure a reasonable amount of insurance coverage to pay for any claims, causes of action, damage, attorney fees or other losses as a result of accident or negligence on behalf of the Parties to this Agreement, or if no insurance is secured, Client waives its right to directly or indirectly ask or force Company to pay for any such damages.

Disclaimer: Client agrees and understands Company is not providing the professional services of an attorney, accountant, nutritionist, financial planner, therapist or any other kind of licensed or certified professional. Should Client desire professional services that exceed the scope of this Agreement, Client must sign a letter of engagement of said professional

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services with the appropriate service provider. No legal, financial, accounting, nutritional or other kind of professional advice will be given without entering into such a relationship via the letter of engagement referenced immediately above.

Guarantees: Company does not make any guarantees as to the results, including financial or other gains, of any Services provided. Company agrees to provide the Services listed in this Agreement in a reasonable and timely manner. Client agrees to take responsibility for Client's own results.

Release: Client has spent a satisfactory amount of time reviewing Company's work or past client reviews and has a reasonable expectation that Company's Services will produce a reasonably similar outcome and result for Client. Client understands and agrees that:

- Every client and final results are different; and
- Business coaching and/or consulting is a subjective service and Company is a provider with a unique vision, with an ever-evolving style and technique; and
- Company will use its personal judgment to create favorable experiences for Client, which may not include strict adherence to Client's suggestions or expectations; and
- Dissatisfaction with Company's independent judgment or individual coaching style are not valid reasons for termination of this Agreement or request of any monies returned.

Media Release: Any media, including photographs, audio or video footage taken by Company or its officers and directors, employees, agents, subcontractors or volunteers, or any media shared by Client on one of Company's platforms such as on a Slack, email or Facebook group channel, is or becomes the property of Company. Client grants permission for any media containing Client's likeness and image to be used for publication in any reasonable medium, including but not limited to advertising, third-party websites, online media, industry publications, or for any other lawful and positive use as may be determined by Company. Client further waives any and all rights to review or approve any uses of the media, any written copy related to the media or finished products containing the media.

Non-disparagement: The Parties mutually agree not to make public defamatory statements that would materially harm the reputation or business activities of any Parties to this Agreement.

CANCELLATION, RESCHEDULING AND NO-SHOWS

Cancellation Policy: If Client desires to cancel Services, reschedule Services, or is otherwise no longer is able to or desires to enjoy the Services listed in this Agreement, Client agrees to give Company Notice as soon as is reasonably possible. Company is not under any obligation to refund any payments already made.

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Company reserves the right in any circumstances to cancel the Mastermind. In particular, the Mastermind requires a minimum number of participants to have booked by **2 days** before the start date. If this minimum number is not reached by that date, Company may cancel the Mastermind and refund Client's payments.

No Liability for Third-party Cancellations: While Company may make recommendations regarding accommodations, Company is not liable for cancellations made by Client's chosen hotel or transportation method. Company does not accept any liability for cancellations, delays or changes to Client's travel arrangements caused by war, threat of war, terrorist actions or threats, closure of airports, civil strife, industrial action, natural disaster, technical problems to transport, staff cancellations, unforeseen changes in your personal circumstances or other events beyond Company's control.

Schedule: The Coaching services schedule is subject to change. The Coach will attempt to give reasonable notice of all schedule changes and allow reasonable accommodations to the Client for conflicts arising from Coach's own scheduling changes. However, no adjustment or proration of fees will be applied if Coach's schedule changes due to extenuating circumstances.

Late Arrival: The Coaching sessions shall begin promptly at the agreed upon start time. Coach shall allow Client a grace-period of up to ten (10) minutes past the start-time. Should Client arrive within the grace period, the Coach will continue the session for the remaining time scheduled for the session. No proration of fees will be provided for Late Arrivals. If Client arrives after the 10 minute grace period, the Client shall be deemed to have forfeited that Coaching session.

Non-Participating Client: If it becomes impossible for Company to render Services due to the fault of the Client or parties related to Client, such as failure of one or more essential parties to the Services to provide reasonably requested documents or feedback in a timely manner, or Client's failure to show up for scheduled meetings without reasonable notice, at the discretion of the Company, Company reserves the right to cancel this Agreement without any further Services delivered. Upon cancellation or Client's unreasonable delay, all outstanding fees are immediately due and payable to Company.

Force Majeure: Regardless of the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party that materially affects the Services provided in this Agreement, including: a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or war, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

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Failure to Perform Services: In the event Company cannot or will not perform its obligations in any or all parts of this Agreement, such as in the event of an unforeseen health emergency of the Coach or essential Company employees to the Services, Company (or a responsible party) will:

Immediately give Notice to Client via the Notice provisions detailed in this Agreement, below; and

- Issue a refund or credit based on a reasonably accurate percentage of Services rendered or find a reasonable replacement; or
- Excuse Client of any further performance and/or payment obligations in this Agreement.

GENERAL PROVISIONS

Governing Law: The laws of **England and Wales** govern all matters arising under or relating to this Agreement, including torts.

Severability: If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each Party remain legal and enforceable.

Capacity: All Parties agree they are of legal age of consent and in sound mental capacity to enter into this Agreement.

Merger: This Agreement constitutes the final, exclusive agreement between the Parties relating to the Services contained in this Agreement. All earlier or other negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendments: The parties may amend this Agreement only by the Parties' written consent via proper Notice via email or mail, with acknowledgement and acceptance by the receiving Party.

Titles: The titles and section headers in this Agreement are provided for convenience only and should not be construed as part of this Agreement.

Dispute Resolution: Any controversy or claim arising out of or relating to this contract, or the breach of this Agreement, will be settled by alternative dispute resolution (ADR) prior to a formal complaint. ADR includes arbitration or mediation administered by an authorized entity, such as the American Arbitration Association, in accordance with its Commercial [or other] Arbitration Rules. Any judgment on the award rendered by the arbitrator(s) or mediator(s) may be entered in any court having jurisdiction over this Agreement and related dispute resolution proceedings.

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