

## **Determined & Alpha Coaching Experience Terms & Conditions**

The following Terms and Conditions are entered into by and between You (“**Client**” or “**You**”) and [Physician Philosopher, LLC] (“**Company**”, “**we**”, or “**us**”).

### **Program**

The Company agrees to provide you with access to the Online Course entitled, “[Determined Coaching Experience or Alpha Coaching Experience]” (“**Program**”). As a condition of participating in the Program, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

### **Terms of Use, Privacy Policy, & Disclaimer**

The Company’s Terms of Use, Privacy Policy, and Disclaimer are hereby incorporated by reference into this agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to your participation in the Program. In the event of a conflict between any of those policies and this Agreement, this Agreement shall govern.

### **Nature of The Relationship**

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company is agreeing only to provide the Client with access to the Program, which provides education and information. The information contained in the Program, including any interactions with the instructors, is not intended as, and shall not be understood or construed as, professional advice.

### **Fees**

In consideration of Your access to the Program, you agree to pay the following fees.

#### **Determined Coaching Experience**

With the purchase of the Determined Coaching Experience, you will pay a monthly payment of \$399.00 per month for 6 months. By purchasing you are opting into monthly payments, you shall be automatically charged the subscribed fee every month thereafter on your renewal date until the Program is complete. In the event that any payment is not made, the Company shall immediately suspend your access to the Program.

#### **Alpha Coaching Experience Add-On**

With the purchase of the Alpha Coaching Experience add-on package, you will pay a monthly payment of \$600 per month for 6 months, in addition to the \$399.00 previously purchased for the Determined Coaching Experience, for a total of \$999.00 per month. By purchasing you are opting into monthly payments, you shall be automatically charged the subscribed fee every

month thereafter on your renewal date until the Program is complete. In the event that any payment is not made, the Company shall immediately suspend your access to the Program.

### **Payment Plan Authorization**

You hereby authorize the Company to charge your credit card or debit card automatically according to the terms set forth in the Fees section above.

### **Refund/Cancellation Policy**

No refund or cancellation policy is available for this program. You have purchased a six-month program which requires payment in full for the duration of the six months.

### **The Program**

As part of the Determined Coaching Experience, the Company shall provide the following to the Client.

*Access To Program Area* – The Company shall maintain a Program Area that may include courses, videos, audiobooks, and other information.

*Large Group Discussion & Coaching Sessions* – As a member of the Program, you will have access to a bi-monthly group discussion & coaching session. From time to time, a group coaching session may be canceled based on the availability of the instructors, including during certain holiday seasons. This will be communicated in advance. The Company shall provide you with details about how to participate in these sessions. All sessions will be recorded and stored within the password-protected membership site, in the event you are unable to attend in person so they can be viewed at a later date during the current enrollment period.

### **Alpha Coaching Experience Add-On**

This service only applies if the add-on service is purchased for the additional fee described above.

*One-On-One Calls With Coaches* – Program participants are entitled to individual coaching calls with coaches and/or consultants working for the Company during their subscription to the program. The Company shall provide you with the ability to schedule these calls, but it is solely your responsibility to schedule the calls. If you fail to schedule one or more of your calls during any week, then you shall forfeit that call. Similarly, you may not cancel or reschedule a call unless you do so at least 24 hours in advance. If you need to cancel within 24 hours of the scheduled appointment, please notify [kristin@thephysicianphilosopher.com](mailto:kristin@thephysicianphilosopher.com) so coaches can be notified out of courtesy.

You are also responsible for not exceeding more than the allocated one-on-one sessions within any given month. Reports will be run to monitor usage. One warning will be provided if an excess of appointments are scheduled. After the initial warning, we reserve the right to cancel your membership if a subsequent overuse occurs.

*Access To Private Discussion Group* – The Company shall maintain a Private Group that you will have access to as a member of the Program. That Group provides a forum for you to connect with other Program participants and seek guidance and support. Members of the Company will seek to interact with Program participants in the group, but the Company does not make any guarantees about participation by any of its employees, founders, or members in the Group. You are required to abide by any and all rules posted in that Group. If you fail to abide by those rules, you will forfeit your right to participate in that Group. In the event you lose your right to participate in the Group as a result of a rules violation, you shall not receive a refund.

*CME Credits* - Clients who are in the United States have the ability to earn AMA PRA Category 1 Credit™ credits from reflections on their learning. This learning experience is powered by CMEfy - using short learning nudges, clinicians can reflect and unlock AMA PRA Category 1 Credit™. We will provide links for one-on-one coaching sessions for a total of up to 24 credits. It is the responsibility of the client to complete these reflections to claim the credits during the duration of the program. Clients outside the United States must check with their local medical organizations for the applicability of this program for CME credits.

## **Disclosures & Consent**

This work does not include:

1. Coaching is NOT a substitute for therapy (including psychiatric medicine, psychologist, or other forms of therapists) or medical management.
2. Money Coaching will not include discussion investment advice. While money coaching is included in this course, we will not discuss investing advice for clients. Educational material on investing will be provided, but is only general education in nature and does not constitute individualized investing advice for the client.

*No Medical or Psychological Services:* You are not engaging with the Company for any medical or psychological or other healthcare services. You understand that the Company services pursuant to this Disclosure, does not diagnose, treat, or claim to cure any medical or psychological or other condition, and that the Program is not designed to replace conventional treatment methods of medical or psychological conditions. The Company does not handle medical emergencies of any kind. You are responsible for my own health care decision-making by obtaining any necessary consultations with appropriately licensed health care professionals such as physicians and psychologists. You agree to seek medical assistance or psychotherapy or any other appropriate physical or mental diagnosis and treatment from a duly licensed practitioner (such as a licensed medical doctor or licensed psychologist) if You find that these distressing aspects create a danger for myself or for others.

*Not Replacing Current Financial Services:* The Company is acting in a supportive consultative coaching capacity and not as a financial advisor, certified public accountant, or legal advisor. Accordingly, the Program not replacing services currently provided to me by certified public accountants, financial advisors, and licensed legal counsel. You should maintain a relationship with my certified public accountant, tax advisor, financial advisor, and legal counsel.

## **Ownership Of All Intellectual Property**

All content included as part of the Program, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in the Program, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Program are the trademarks of their respective owners.

Your participation in the Program does not result in a transfer of any intellectual property to You, and, as a condition of participation in the Program, You agree to observe and abide by all copyright and other intellectual property protection.

You are granted a single-use, non-exclusive, non-transferable, revocable license to access and use the Program content and resources. You hereby agree that You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Program.

The Company content is not for resale. Your participation in the Program does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if you violate the Company's intellectual property rights, your access to the Program will be terminated immediately, and you shall not be entitled to a refund of any portion of the fees.

## **Confidentiality**

Revised 10/18/2022

The Company respects the privacy of its clients and will not disclose any information You provide except as set forth in this Agreement. As a condition of participating in the Program, you hereby agree to respect the privacy of other Program participants and to respect the Company's confidential information.

Specifically, you shall not share any information provided by other Program participants outside of the bounds of the Program unless you receive express written permission from such other participants to share the information. Similarly, the content of the Program contains the Company's proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided to You in the Program with anyone other than the Company, its owners and employees, and other Program participants.

### **Personal Responsibility**

By participating in the Program, you accept personal responsibility for the results of your actions. You agree that the Company has not made any guarantees about the results of taking any action, whether recommended in the Program or not. The Company provides educational and informational resources that are intended to help participants in the Program succeed. You nevertheless 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 Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether clients of the Company or otherwise - applying the principles included in the Program are no guarantee that you or any other person or entity will be able to obtain similar results.

You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available in the Program. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policies suggested or recommended in the Program.

### **Materials Provided By You During The Program**

The Company does not claim ownership of the information or materials You may provide during the Program (including feedback and suggestions) or post, upload, input, or submit to any Website or our associated services (collectively "**Submissions**").

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input, or submit the Submissions.

### **No Warranties**

The Company makes no warranties regarding the performance or operation of the Program, including any technological aspects of the program. The Company further makes no representations or warranties of any kind, express or implied, as to the information, contents, materials, documents, programs, products, books, or services included in or through the Program. To the fullest extent permissible under the law, the Company disclaims all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

### **Limitation of Liability**

You agree to absolve and do hereby absolve the Company of any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. You agree that the Company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program.

The information, software, products, and service included or available through the Program may include inaccuracies or typographical errors. Changes are periodically added to the information in the Program. The Company and/or its suppliers may make improvements and/or changes in the Program at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided “as is” without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Program, with the delay or inability to use the Program or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Program, or otherwise arising out of the use of the Program, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers

has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If you are dissatisfied with the Program or any portion of it, your sole and exclusive remedy is to discontinue using the Program.

### **Arbitration**

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to the Program.

To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in Winston-Salem, NC. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against the Company. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

### **Indemnification**

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Program and related services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

### **Termination And Access Restriction**

The Company reserves the right, in its sole discretion, to terminate your access to the Program and the related services or any portion thereof at any time, if You become disruptive to the Company or other Program participants, if You fail to follow the Program guidelines, or if You otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

### **Entire Agreement**

This Agreement, along with the Company's Terms of Use, Privacy Policy, and Disclaimer, constitutes the entire agreement between You and the Company with respect to the Program, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and the Company with respect to the Program. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **Severability**

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.

### **Waiver**

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.

### **Force Majeure**

The Company shall not be liable or responsible to You, 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 the Company 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, 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.

### **Effective Date**

This Agreement shall commence and be enforceable with respect to each Program participant upon the date that the participant initially registers for the Program.



## Coaching Client Agreement

This Coaching Agreement (this “**Agreement**”), is effective as of the date (the “**Effective Date**”), you, (“**Client**”, “**Customer**,” or “**You**”) finalize payment for a coaching session. The client acknowledges and agree that they understand the following, with respect to services rendered by The Physician Philosopher LLC (“**Coach**”, “**Company**”, “**we**”, or “**us**” and together with Client, the “**Parties**”, and each a “**Party**”).

### Services Agreement

WHEREAS, Company has the capability and capacity to provide certain coaching services; and WHEREAS, Customer desires to retain Service Provider to provide said services, and Service Provider is willing to perform such services as outlined under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Customer agree as follows:

1. 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.

Coaching services are intended for individuals who are in generally good health, are generally well adjusted, are functioning effectively, and are not in need of medical treatment (including for mental health disorders). Coaching does not involve the diagnosis or treatment of any medical or mental disorders and does not prevent, cure, or treat any mental disorder or medical disease. Further, coaching is not a substitute for therapy, counseling, psychoanalysis, medical treatment, substance abuse treatment, or the advice or services of a medical professional. It is the Client’s responsibility to seek independent guidance from medical professionals to the extent necessary.

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.

2. Services. The Company shall provide to Customer the services (the “**Services**”) set out in the statement of work, which is attached hereto as Exhibit A (the “**Statement of Work**”). The Statement of Work shall not be modified or expanded except by written agreement of the Parties.

### 3. Fees and Expenses.

3.1 In consideration of the provision of the Services by the Company and the rights granted to Customer under this Agreement, Customer shall pay fees as outlined above in the terms and conditions.

3.2 In the event the Customer fails to make any payment required by this Agreement, the Service Provider shall immediately cease all work and revoke all access until payment is made.

### 4. Limited Warranty and Limitation of Liability.

4.1 Service Provider warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the Statement of Work and this Agreement.

(b) Using personnel of commercially reasonable skill, experience and qualifications.

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5. Confidentiality. From time to time during the Term of this Agreement, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as “confidential,” is identified as confidential when disclosed, or which the Receiving Party should reasonably know to be confidential (“**Confidential Information**”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in

Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

## 6. Term & Termination.

6.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services, unless sooner terminated pursuant to Section 6.2 or Section 6.3.

6.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 15 days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 business days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.3 The Company may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount on the due date.

6.4 This Agreement shall continue until terminated by one of the Parties. Either Party may terminate the Agreement without cause by providing written notice prior to any ongoing monthly fee payment deadline. In the event of termination under this provision, the Company shall continue to provide service through the end of the period for which the fees have been paid.

7. Limitation of Liability. IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER 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 COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8. Entire Agreement. This Agreement, including and together with the attached Statement of Work 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.

9. Severability. 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.

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

11. Waiver. 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.

12. Assignment. Customer shall not 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 Company. Any purported assignment or delegation in violation of this Section 12 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement.

13. Relationship of the Parties. 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.

14. No Third-Party Beneficiaries. 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.

15. Choice of Forum. Each Party irrevocably and unconditionally agrees that any dispute arising under or related to this Agreement shall be resolved exclusively through arbitration to be held in [Winston-Salem, NC] 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.

16. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

17. Force Majeure. The Company shall not be liable or responsible to Customer, 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 the Company 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, 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, provided that, if the event in question continues for a continuous period in excess of 15 days, Customer shall be entitled to give notice in writing to the Company to terminate this Agreement.

You agree to the terms and conditions of this Services Agreement.

You have carefully read this form, which is printed in English, and acknowledge that English is a language you read and understand and that you understand the form.

You accept and agree to all of the terms above. You are free to refuse or withdraw your consent and to discontinue participation at any time. No representations, statements, or inducements, oral

or written, apart from the foregoing written statement, have been made. You may request and receive a copy of this form from the Company. If any portion of this form is held invalid, the rest of the document will continue in full force and effect.

## EXHIBIT A

### STATEMENT OF WORK

The scope of this work will include the following for Determined Coaching Experience:

1. Twice monthly group discussion and coaching sessions
2. Access to the Three Pillars course content
3. Book written by Dr. Jimmy Turner

This work does NOT include:

1. Therapy: Coaching is NOT a substitute for therapy (including psychiatric medicine, psychologist, or other forms of therapists) or medical management. If you have known psychiatric disease or you are suspicious of underlying psychiatric disease, please seek the help and medical management of a medical professional.
2. No Medical or Psychological Services: You are not engaging with the Company for any medical or psychological or other healthcare services. You understand that the Company services pursuant to this Disclosure, does not diagnose, treat, or claim to cure any medical or psychological or other condition, and that coaching is not designed to replace conventional treatment methods of medical or psychological conditions. The Company does not handle medical emergencies of any kind. You are responsible for my own health care decision-making by obtaining any necessary consultations with appropriately licensed health care professionals such as physicians and psychologists. You agree to seek medical assistance or psychotherapy or any other appropriate physical or mental diagnosis and treatment from a duly licensed practitioner (such as a licensed medical doctor or licensed psychologist) if You find that these distressing aspects create a danger for myself or for others.
3. Investing advice: While money coaching is included in this course, we will not discuss individual investing advice for clients. Educational material on investing may be provided, but is only general education in nature and does not constitute individualized investing advice for the client.
4. Not Replacing Current Financial Services: The Company is acting in a supportive consultative coaching capacity and not as a financial advisor, certified public accountant, or legal advisor. Accordingly, coaching not replacing services currently provided to me by certified public accountants, financial advisors, and licensed legal counsel. You should maintain a relationship with my certified public accountant, tax advisor, financial advisor, and legal counsel.