

KONCAVE INC.

LIFE COACH AGREEMENT

This Agreement is entered into by and between: **Koncave Inc.**, (“Coach”) and (“Client”) whereby Coach agrees to provide Coaching Services for Client focusing topics, results, outcomes, goals listed in services catalogue.

The Coaching Relationship

Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the Client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

1) Coach-Client Relationship

A. Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation “(ICF)” (Coachfederation.org/ethics) as defined.

B. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the Coaching relationship and his/her Coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible 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.

C. Client further acknowledges that he/she may terminate or discontinue the Coaching relationship at any time, in accordance with section 8, termination of this agreement.

D. Client acknowledges that Coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, and incorporating Coaching principles is exclusively the Client’s responsibility.

E. Client acknowledges that Coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that Coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals. It is the Client’s sole responsibility to seek such independent professional guidance as needed. If the Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the Coaching relationship agreed upon by the Client and the Coach. In addition to informing the Coach of their participation in mental health care.

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F. The Client understands that in order to enhance the Coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

G. There are no guarantees regarding the outcome from Coaching. The Client is solely responsible for taking the necessary actions with the support from the Coach. By entering into this relationship, both the Client and Coach acknowledges that the Client wants to make considerable progress and/or change in the Client's life. The Client understands and acknowledge that individuals progress at various levels, as a result, each individual Client will encounter their own unique rate of change.

2) Services

A. Coaching sessions are conducted in the following modes: in-person, by telephone including VOIP such as Skype, via web connections (Adobe connects) and/or email. Local Clients will have the option of in person Coaching sessions or via any of the above-mentioned modes.

B. Non-Local, greater than forty kilometers of the Coach's geographic location, Clients will be contacted by the Coach at the scheduled session time. If the Client is more than fifteen minutes late for the Coaching session, the Coach will assume the session is cancelled and the Client will be charged an administrative fee in the amount noted in the rate schedule, or unless otherwise specified in the contract agreement.

C. The Parties agree to engage in an agreed upon Coaching program through **in person, internet, telephone** meetings. Coach will be available to Client by e-mail and text in between scheduled meetings as defined by the Coach. The Coach may also be available for additional time, per Client's request on an agreed upon rate, or at a pro-rated amount based on the contract rate, to do any of the following: reviewing documents, reading or writing reports, engaging in other Client related services outside of Coaching hours.

3) Schedule and Fees

A. This Coaching agreement is valid at the time that the contract (full and/or short agreement) is signed. All fees must be paid in advance of the session or as agreed upon.

B. The calls/meetings shall be fifty-five minutes in length, or as otherwise specified. If rates change before this Agreement has been signed and dated, the prevailing rates will apply.

The refund policy in effect for the term of this Agreement is as follows, or unless stated:

- I. All prepaid fees will be refunded for sessions that did not occur. All previous fees will not be refunded to the Client, where sessions occurred.
- II. There will be no refund of the fees as a result of the Client feeling unsatisfied with previous sessions.

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- III. A full refund will not be provided to the Client if the Client does not attend the scheduled class. The Client can request a rescheduled time, or a refund of the prorated portion of the session fee amount.

4) Cancellation and Rescheduling

A. The time of the Coaching session and/or location will be determined by Coach and Client by mutual consent. The Coach will initiate all scheduled calls and will call the Client at the number provided.

B. If there is no response from the Client, for any of the meetings, the Client will be responsible for contacting the Coach.

C. As a courtesy, Client agrees it is their responsibility to notify the Coach in advance of the scheduled calls/meetings. The Coach reserves the right to bill Client administration fee for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

D. Cancelling and or rescheduling a session can be done via email, text, or phone prior to the session. Since the time is reserved please ensure three hours notice for all cancellations.

5) Confidentiality

A. 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 by the principles of confidentiality set forth in the ICF Code of Ethics. However, the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. 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. This confidentiality stays in effect regardless of the payor of the fee.

Confidential information does not include information that: (a) was in the Coach's possession prior to it 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; (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; (g) involves illegal activity, and (h) is released as per section 6. The Client also acknowledges his or her continuing obligation to raise questions or concerns regarding confidentiality with the Coach in a timely manner.

6) Release of Information

A. The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) credentials. That process requires the names and contact

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information of all Clients for possible verification by ICF. By signing this Agreement, you agree to have only your name, and start and end dates of Coaching shared with ICF staff members and/or other Parties involved in this process for the sole and necessary purpose of verifying the Coaching relationship, no personal notes will be shared.

B. According to the ethics of our profession, topics may be anonymously and hypothetically shared with other Coaching professionals for training, supervision, mentoring, evaluation, and for the Coach's professional development and/or consultation purposes.

Upon signing, the Client agrees to the release of personal information for the purposes listed above, unless a written request is provided on file.

7) Record Retention

A. The Client acknowledges that the Coach has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of not more than 1 year.

B. All information, notes and files in the Coach's possession regarding the sessions will be destroyed and removed from file within 30 days of the termination of service, as per section 8. If the Service has not been cancelled and has been suspended due to any reasons identified or provided by the Client this 30 day will not be applicable.

8) Termination

A. Either the Client or the Coach may terminate this Agreement at any time with written notice. Client agrees to compensate the Coach for all Coaching services rendered through and including the effective date of termination of the Coaching relationship.

C. The Client will provide the Coach enough written notice, 14 business days, or mutually agreed time, to terminate further services.

B. The Coach has the right to terminate the Coaching relationship at the Coach's discretion at any time and for any reason. If this occurs, the Coach will refund the Client any pre-paid Coaching sessions that did not occur.

9) Limited Liability

A. The Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the Coaching services negotiated, agreed upon and/ or rendered. In any event, the Coach shall not be liable to the Client for any direct or indirect, damages or losses of any kind or manner. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all Coaching services rendered through and including the termination date. Client agrees to

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indemnify and save Koncave Inc. and its employees harmless of loss, cost, damages and liabilities that the indemnified parties may suffer from.

10) Entire Agreement

This document reflects the entire agreement between the Coach and the Client and reflects a complete understanding of the Parties with respect to the subject matter. Once signed, this Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

11) Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to (certain amount of time such as 30 days) after notice given. Mediation location to be mutually agreed upon.

12) Severability

A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable in full force and effect. If the Court finds that any provision of this Agreement is found to be invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13) Waiver

A. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14) Applicable Law

A. This Agreement shall be governed and construed in accordance with the laws within the province of Ontario, and Canada, without giving effect to any conflicts of laws provisions.

15) Binding Effect

A. This Agreement shall be binding upon the Parties hereto and their respective successors and permissible assigns.

COACH AND ADDRESS:

Koncave Inc. | Brampton, ON, Canada