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## Brighter Business Coaching Client Contract

### DISCLAIMER

Brighter Business Coaching, (herein referred to as "Consultant") is not an employee, agent, lawyer, doctor, therapist, public relations manager, business manager, registered dietician, or financial analyst, psychotherapist or accountant.

Client understands that Consultant has not promised, shall not be obligated to and will not; (1) procure or attempt to procure employment or business or sales for Client; (2) perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (4) act as a public relations manager (5) act as a publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for Client; (6) introduce Client to Consultant's full network of contacts, media partners or business partners. Client understands that a relationship does not exist between the parties after the conclusion of this program. If the Parties continue their relationship, a separate agreement will be entered into.

### FEES

If for any reason Consultant is offering a special discount/promotion for a limited time, then that replaces pricing/fees listed in the contract.

### METHODS OF PAYMENT

Clients are required to pay in full upon submission of a contract to secure their spot.

### RESCHEDULING POLICY

To reschedule your session, simply send an email to [brighterbusinesscoaching@gmail.com](mailto:brighterbusinesscoaching@gmail.com) or contact the consultant directly.

### CONFIDENTIALITY

The Consultant respects Client's privacy and insists that Client respects the Consultant's and Program Participants (herein referred to as "Participants"). Thus, consider this a mutual non-disclosure agreement. Any Confidential Information shared by Program participants or any representative of the Company is confidential, Proprietary, and belongs solely and exclusively to the Participant who discloses it. Parties agree not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions, on the forum or otherwise. Client agrees not to use such confidential information in any manner other than in discussion with other Participants during the Program. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Client agrees not to violate the Company's publicity or privacy rights. Furthermore Client will NOT reveal any information to a third party obtained in connection with this Agreement or Company's direct or indirect dealings with Client including but not limited to; names, email addresses, third-party company titles or

positions, phone numbers or addresses. Additionally, Consultant will not, at any time, either directly or indirectly, disclose confidential information to any third party. Further, by purchasing this product you agree that if you violate or display any likelihood of violating this session the Company and/or the other Program participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

#### NO TRANSFER OF INTELLECTUAL PROPERTY

Consultant's program is copyrighted and original materials that have been provided to Client are for Client's individual use only and a single-user license. Client is not authorized to use any of Consultant's intellectual property for Client's business purposes. All intellectual property, including Consultant's copyrighted program and/or course materials, shall remain the sole property of the Consultant. No license to sell or distribute Consultant's materials is granted or implied. By purchasing this product, Client agrees (1) not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights, (2) that any Confidential Information shared by the Consultant is confidential and proprietary, and belongs solely and exclusively to the Consultant, (3) Client agrees not to disclose such information to any other person or use it in any manner other than in discussion with the Consultant. Further, by purchasing this product, Client agrees that if Client violates, or displays any likelihood of violating, any of Client's agreements contained in this paragraph, the Consultant will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

#### CLIENT RESPONSIBILITY

Program is developed for strictly educational and advising purposes ONLY. Client accepts and agrees that Client is 100% responsible for their progress and results from the Program. Consultant makes no representations, warranties or guarantees verbally or in writing. Client understands that because of the nature of the program and extent, the results experienced by each client may significantly vary. Client acknowledges that as with any business endeavor, there is an inherent risk of loss of capital and there is no guarantee that Client will reach their goals as a result of participation in the Program.

#### SEVERABILITY/WAIVER

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

#### LIMITATION OF LIABILITY

Client agrees they used Consultant's services at their own risk and that Program is only an advisory service to be used. Client releases Company, its officers, employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, Instructors, guides, staff, Participants, and related entities any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (hereinafter "Releases") from any and all damages that may result from any claims arising from any agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from my participation in the Programs. Client accepts any and all risks, foreseeable or unforeseeable. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from including

but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Consultant's services or enrollment in the Program.

#### ASSIGNMENT

Client may not assign this Agreement without express written consent of Consultant.

#### MODIFICATION

Consultant may modify terms of this agreement at any time. All purchasers shall be notified.

#### TERMINATION

Consultant is committed to providing all clients in the Program with a positive Program experience. By purchasing this product, Client agrees that the Consultant may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's participation in the Program without refund or forgiveness of monthly payments if Client becomes disruptive to Consultant or Participants, Client fails to follow the Program guidelines, is difficult to work with, impairs the participation of the other participants in the Program or upon violation of the terms as determined by Consultant. Client will still be liable to pay the total contract amount.

#### REFUND POLICY

In the event that you decide your purchase was not the right decision, we do offer refunds in accordance with the following:

##### Programs:

1. A full refund will be given if requested via email 7 days or more prior to the program start date and 24 hours or more prior to the hourly program appointment time.
2. An 90% refund will be given if requested via email less than 7 days prior to the program start date and less than 24 hours prior to the hourly program appointment time.
3. A 50% refund will be given for the program if requested via email once the start date has passed so long as the Client has engaged in no more than one individual meeting with the Consultant. No refunds will be given once the Client has engaged in more than one individual session with the Consultant.

##### Hourly:

1. A full refund will be given if requested via email 24hrs or more prior to scheduled appointment.
2. A refund requested less than 24hrs to the appointment will incur a \$50 late cancellation fee.

If requesting and receiving a refund, the Client still agrees to maintain confidentiality and intellectual property agreements as indicated by this contract.

Please send refund requests to: [brighterbusinesscoaching@gmail.com](mailto:brighterbusinesscoaching@gmail.com)

#### INDEMNIFICATION

Client shall defend, indemnify, and hold harmless Consultant, Consultant's officers, employers,

employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever – including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements – which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors.

#### EARNING DISCLAIMER

Every effort has been made to accurately represent this product and its potential. There is no guarantee that you will earn any money using the techniques and ideas in the Program. Earning potential is entirely dependent on the person enrolled in the Program. Your level of success in attaining the results depends on the time you devote to the program, ideas and techniques mentioned, your finances, knowledge and various skills. Since these factors differ according to individuals, we cannot guarantee your success or income level. Nor are we responsible for any of your actions.

#### DUTY TO READ

I accept that under this agreement, I have a duty to read this terms of participation policy, and have done so. Furthermore, I understand and accept that I am precluded from using lack of reading as a defense against all remedies contained herein.

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Signature of Client

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Company Name (If applicable)

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Date