

Individual and Group Coaching Agreement

This Individual and Group Coaching Agreement (“Agreement”) is made by and between One Planet Thriving, LLC, a Wisconsin limited liability company (“Coach”), and Client (“You,” or “Your”) (together the “Parties” or individually a “Party”) is effective on the date last signed below (“Effective Date”).

The Parties agree as follows:

1. **Services and Scope of Coaching.** The Coach will provide online coaching services with a focus on thriving, connecting with people, and collaborating for change (the “Services”). The Services are provided through sessions with one or more people (collectively referred to as “Session” or “Sessions”).

The Services do not include psychotherapy which relies on care with a psychotherapist licensed in Your state or country and involves the diagnosis of a mental health disorder. The Services provided are educational and informational only, covering topics relevant for individual wellbeing, healthy relationships with other people and ecological information related to one planet thriving. You are expected to engage professionally and respectfully during Your work with the Coach and fellow clients. Failure to provide respectful and professional behavior may be grounds for termination. Termination is made at the Coach’s discretion and may include termination from the session or from the remainder of this Agreement. You are required to follow and adhere to the Coach’s policies and procedures, including but not limited to Exhibit A, Group Coaching Policies, attached and incorporated in this Agreement.

Services from the Coach are provided online in live Sessions at a frequency determined by mutual agreement. Sessions will last for a minimum of 53 minutes and no more than two (2) hours. The Coach reserves the right to cancel or reschedule a Session, for any reason. You will be notified in advance of the need to reschedule and potential dates for the cancelled session.

2. **Term and Termination.**

- a. Term. The term of this Agreement will commence on the Effective Date and will continue for the timeframe indicated in the product description in the sales cart or six (6) months, whichever is later (“Term”).
- b. Termination. Both Parties may terminate this Agreement at any time, upon a written twenty-four (24) hour notice via email to the other Party.
 - i. Termination by Coach. If the Coach terminates this Agreement, You will be provided with a pro-rated refund for Your remaining Services. If the Coach terminates this Agreement, due to Your failure to adhere to Exhibit A, You will forfeit any remaining Services.
 - ii. Termination by You. If You terminate this Agreement, You may use or forfeit any remaining Services. Refunds will not be provided for forfeited Services.

3. **Payment and Refund.**

- a. Generally. Services are priced based upon Your selection. Payment plans often are available as indicated in the product description in Your online sales cart. You may pay for Services rendered electronically in any form accepted by the Coach’s sales page currently in use. You understand and agree that You are financially responsible for all payments. Services will not start until payment is received.
- b. Late Payments. If the Coach has not received subsequent payment(s) in full within seven (7) days after the date of the invoice, a flat fee of fifty (50) dollars will be charged and Services stopped until the invoice balance is received. If You have not paid an invoice within ninety (90) days, the Coach may refer collection of the unpaid amount to an attorney or collections agency. If Your unpaid invoices are referred to an attorney or collections agency, You are responsible for all reasonable attorney’s fees or collections agency fees.

4. **Office Hours and Communication.** The Coach’s office hours are 9:00 a.m. to 5:00 p.m. (CT) Monday through Friday. Email shall be the primary form of communication between the Parties. The Coach shall be available for

phone calls or other electronic means of communication during office hours only. The Coach will respond to emails within two (2) business days when not on vacation. Phone or video calls must be prescheduled.

5. **Confidentiality.** You have the right to confidentiality and privacy by the Coach and fellow clients.
- a. Confidentiality, Generally. The Coach will keep Your Health Information private and will not disclose Your Health Information unless You have provided written authorization, or as required by law or regulation, or granted through Section 6, below. The Coach will not permit unauthorized access to Your Health Information. Access to Your Health Information by the Coach will be limited to the minimum necessary required for business purposes. Your Health Information will be safely stored, safeguarded, and disposed of in accordance with the Coach's internal policies. The Coach is not responsible for unauthorized access of Your Health Information if You voluntarily made Your Health Information available for viewing by third parties online (for example social media).

Health Information includes, but is not limited to: the results of, or participation in, questionnaires, reviews, coaching group sessions, or wellness services or education; medical history, or information protected under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended, and related HIPAA regulations (45 CFR. Parts 160-164).

- b. Group Confidentiality. Confidentiality and privacy within the Session are a shared responsibility of all clients and the Coach. As a participant of the Session, You understand everything said in the Session is confidential information. Further, You agree to not disclose to anyone Health Information or confidential information from the Session. Confidential information includes, but is not limited to, names, physical descriptions, biological information, comments or discussions made in the group, and specifics to the content of interactions with other clients.
- c. Violations of Confidentiality. If You violate Session confidentiality, You may be removed immediately and banned from any future Session. You will not have access to the recorded Session if You are banned due to a violation of this Section.
- d. Business Confidentiality. The Coach's Services, original material, business information, digital material, and materials used by the Coach with permission from the original author or owner, (collectively referred to as "Materials") provided to You are for Your individual use only and are a single-user, non-transferable license. Materials are copyrighted and shall remain the sole property of the Coach or the original author or owner. You are not authorized to use or reproduce any Materials for Your business or commercial purposes. You may not sell, reproduce, display, or distribute the Materials. You agree (1) to not infringe on any copyright, patent, trademark, trade secret, or other intellectual property rights, (2) that the Materials are confidential and proprietary, and belong solely and exclusively to the Coach or the original author or owner, and (3) not to disclose the Materials to any person or use it in any manner other than in discussion with the Coach or within the Services. Further, any violation of this Section is grounds for the Coach's request of injunctive relief to prohibit any such violations.

6. **Disclaimers and Disclosures.**

- a. No Guarantee. You recognize the Coach cannot guarantee results or any specific outcomes from the Services. You are solely responsible for any action taken based on Your interpretation of any information presented or engagement with the Services and the Coach.
- b. Educational, Only. The Services are not to be used in lieu of advice from a licensed attorney, accountant, and/or financial advisor. The information provided is not business, financial, or legal advice. You are advised to consult with an attorney, accountant, and/or financial advisor in Your area who understands Your personal, business, and/or financial situation.

Furthermore, You understand and acknowledge the Services are educational and informational in nature and are provided only as general information to You. The Services are not meant to establish a patient-provider relationship, establish a standard of care or care plan, or offer medical, dietary, or therapeutic

care, advice, opinion, diagnosis, or treatment. Although the Coach is a licensed physical therapist in Wisconsin, the Coach is not functioning in the role of a licensed medical provider while providing the Services, but rather using his training to inform and educate You. The Services are not intended to replace independent professional or medical judgment. The Services are not intended to solicit patients; and should not be relied upon as medical, psychological, therapeutic, or other professional advice of any kind or nature whatsoever. The information provided through the Services should not be used for diagnosing or treating any mental or physical health problem or disease. The information contained in the Services is not comprehensive and does not include all the potential information regarding the subject matter but is merely intended to serve as one resource for general and educational purposes. **The Coach is not replacing care currently provided to You by other licensed providers, such as Your current primary care physician. You are responsible for Your own health care decision-making by obtaining any necessary consultations with appropriately licensed health care professionals such as physicians, psychologists, and therapist. You should maintain a relationship with a licensed provider who is available to provide emergent and urgent care to You.**

- c. Client Limitations. You are responsible to consult with Your physician or a licensed health care provider before starting the Services. By starting the Services, You affirm You are in good physical condition and do not suffer from any mental or physical disability which would prevent or limit Your participation in the Services. You will not start the Services if Your licensed health care provider advises against it.
- d. Client Participation. The Parties will work together as a team to help You reach Your goals. The Coach will help You develop and refine Your goals into actionable and attainable steps, while supporting You throughout Your journey. This requires You to be an active participant for best outcomes.

You are responsible to disclose to the Coach any relevant information needed to receive Services safely and efficiently, which may include medication, care, treatment, diagnoses, and assessments from Your licensed medical provider(s).

You agree to seek medical assistance from a practitioner duly licensed in Your state of residence, if You find You require additional services beyond the scope of this Agreement. The Coach may suggest seeking additional services, if the Coach feels services beyond the scope of this Agreement are needed.

- e. Assumption of Risk; Indemnity. You knowingly, voluntarily, and intelligently decide to receive the Services, and You knowingly, voluntarily, and intelligently assume all risks involved in the same. As a result of Your assumption of the risks, You agree to release, hold harmless, indemnify, and defend the Coach and their agents from and against any and all claims which You (or Your representatives) may have for any loss, damage, or injury arising out of or in connection with the use of the Services described above, or arising out of or in connection with referral to other practitioners or merchants for delivery of any services.
- f. Social Media. The Coach will engage in social media practices which protect Your Health Information. Social media includes, but is not limited to: Facebook, Instagram, YouTube, Snapchat, Pinterest, the Coach's website, and LinkedIn. You may select below, the permission for the Coach to post any testimonial, photo, video, recording, or comments made of or by You to the Coach's social media. You may change Your permission selection at any time.

You **DO** grant permission for Your Health Information to be used in (please select Your choice):
 Testimonials Photograph Video/Recording

You **DO NOT** grant permission for Your Health information to be used outside of the minimum necessary for the Services.

- g. Services Provided via Electronic Communications. Services provided through an electronic delivery will include electronic communications (including two-way audio-visual communication), as defined by applicable law. There may be limitations to image quality or other electronic problems that are beyond the control of the Coach. Despite reasonable security measures, online communications can be forwarded, intercepted, or even changed or falsified without either Party's knowledge. Every precaution will be taken

to ensure Your and the group's confidentiality and privacy. You should attend the Sessions from a private location; use only Your first name for identification; ensure access to WiFi or data that will support video-teleconferencing; and provide a phone number where You can be reached in the event that the WiFi fails or You need to be reached in an emergency.

7. General Provisions.

- a. Assignment. Neither Party may assign this Agreement without prior written consent of the other.
- b. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Facsimile, pdf, or electronic signatures will for all purposes have the same force and effect as an original signature on this Agreement.
- c. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, communications, and writings, whether written or oral, between the Parties. The terms and conditions of this Agreement may only be amended by mutual written agreement of the Parties. No other modification, amendment, or addition to this Agreement will be valid or enforceable unless in writing and signed by the Parties.
- d. Governing Law. This Agreement will be governed, construed, and enforced in accordance with the substantive laws of the State of Wisconsin, without regard to its choice of law provisions.
- e. Headings. The headings in this Agreement are for convenience of reference only, and under no circumstances should they be construed as being a substantive part of this Agreement nor will they limit or otherwise affect the meaning thereof.
- f. Interpretation and Severability. If any provision of this Agreement is held invalid or unenforceable the remaining provisions and paragraphs will continue in full force and effect and will be binding on the Parties.
- g. Waiver. The waiver by either Party of a breach or violation of any provision in this Agreement will not operate or be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, or privileges. Failure to insist upon full performance of the obligation or failure to exercise rights under this Agreement will not constitute a waiver as to future defaults or exercise of rights.
- h. Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, will be determined by arbitration in Dane County, Wisconsin, before one (1) arbitrator. The arbitration will be administered by AHLA Alternative Dispute Resolution Service Rules of Procedure for Arbitration, in Dane County, Wisconsin. Judgment on the award may be entered in any court having jurisdiction. This provision will not preclude either Party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator. You agree to submit any claims arising out of this Agreement to binding arbitration, and this dispute resolution provision constitutes a waiver of Your right to a jury trial. HOWEVER, prior to the Parties initiating Arbitration the Parties agree to attempt mediation of the dispute with a mutually agreeable trained mediator in Dane County, Wisconsin. "Trained mediator" means a professional with actual training and experience in the field of Mediation and/or dispute resolution.

BY ELECTRONICALLY SIGNING BELOW, I ACKNOWLEDGE I HAVE CAREFULLY READ THIS AGREEMENT, AGREE TO IT, UNDERSTAND IT, AND SIGN IT VOLUNTARILY. I also acknowledge I have been provided a copy of this Agreement and that my electronic signature is as binding as my handwritten signature. No representations or statements, oral or written, have been made, apart from those described in this Agreement.

Please save or print a copy of this Agreement and retain it for Your records

Exhibit A

Group Coaching Policies

As a Client of the Service, and in addition to the agreements and obligations in the Agreement, the following details additional expectations of You and the Services:

1. **Group Coaching.** In group work You will meet with a group of people who want to learn to thrive individually, connect with others, and collaborate for positive change. Clients share their experiences with each other, support each other, and learn from each other. Everyone in the group takes responsibility for contributing to a safe environment in which every participant feels respected and valued.

There is no prescribed agenda for each Session. Group work is most productive when it is a collaborative and shared enterprise. Keep in mind that the input from others is often as important as—or even more important than—the Coach’s comments. The Coach may make observations about group interactions and behavior or about what particular individuals say or do in the group. The Coach might also comment on progress or obstructions within the group. Clients are encouraged to talk about any personal or relationship issues relevant to the problems and goals that led them to the Services.

2. **Goals.** Through group work You and fellow clients will have an opportunity to:
 - a. Receive and offer support and feedback;
 - b. Improve interpersonal relationships and communication;
 - c. Experiment with new interpersonal behaviors;
 - d. Talk honestly and directly about feelings;
 - e. Gain insight and understanding into one’s thoughts, feelings, and behaviors by looking at relationship patterns both inside and outside the group;
 - f. Gain understanding of the thoughts, feelings, and behaviors of others;
 - g. Improve self-confidence, self-image, and self-esteem; and
 - h. Start a process of personal change inside the group which can be carried into one’s outside life

3. **Expectations.**

- a. Honor all. Aspire to deal with reality early, often, and skillfully by honoring all of who You are – Your body, emotions, and thoughts – and doing the same for others.
- b. Be kind. We follow what bell hooks has called a “love ethic”: we attend to other people by listening to them and validating the seriousness of their concerns and struggles. We know that any emotion and point of view is valid: Our task is to be curious so we can understand each other better. We resist any solution that involves the domination of one person over another. Aspire to skillful, kind, and respectful interactions. Be prepared to offer grace for others’ mistakes and sincere apologies for Your own.
- c. Self-other balance. Be aware of how much time You spend talking to allow others a chance to speak.
- d. Self-disclosure. Disclosure about oneself is necessary for one to profit from group, but clients should choose to disclose at their own pace.
- e. Skillful communication.
 - i. Offer grace for mistakes (Yours or others’) and both make and receive sincere apologies with grace.
 - ii. Avoid problem solving. Recognize the value of listening, validating, and empathizing.
 - iii. Clients are encouraged to offer support, to ask questions, to wonder about things said or not said, to share associations and thoughts, and to be constructive.

- iv. General discussions of such topics as sports or politics are not helpful unless there is something about a current event that has particular relevance to one's personal or interpersonal issues.
 - v. Clients will often be asked to share their impressions of one another—their thoughts, fears, and positive feelings. The more we work in the here-and-now of the group, the more effective we will be. This kind of direct feedback and engagement is novel: rarely in our culture do individuals speak so honestly and directly. Though it may feel risky at first, it will likely also feel deeply engaging and meaningful.
 - f. Relationships. You are likely to develop strong connections with each other. Unlike some groups, we encourage You to make friends, but there are two primary commitments that we ask You to make in this regard:
 - i. Be clear and direct about Your boundaries and respect someone else's boundaries.
 - ii. Keep in mind that outside relationships can undermine some of the power of a group's function as a social laboratory—a place in which You acquire the skills to develop meaningful and satisfying relationships. Your primary task in this group is to explore fully Your relationships with each and every client of the group. At first, that may seem puzzling or unrelated to the reasons You sought this training. But it begins to make sense when You consider the fact that the group is a social microcosm—that is, the problems You experience in Your social life will invariably emerge in Your relationships within the group. Therefore, by exploring and understanding all aspects of Your relationships with others and then transferring this knowledge to Your outside life You begin the process of developing more satisfying relationships. If, however, You develop a close relationship with another outside the group, You may be reluctant to share all Your feelings about that relationship within the group. Why? Because that friendship may mean so much that You may be reluctant to say anything that might jeopardize it in any way. When openness and honesty are compromised, transformation grinds to a halt!
 - g. Influence. Please don't use alcohol or drugs before or during sessions.
4. **Length of Services**. Group work does not generally show immediate positive benefit. Because of this fact, clients sometimes find themselves wanting to leave Sessions early if it becomes stressful for them. You should suspend Your early judgment of the Session's possible benefits and continue to attend and to talk about the stresses involved and Your doubts about group work. You should make an initial commitment to attend and participate in at least twelve (12) Sessions. By then You will have a clearer sense of the potential helpfulness of the Sessions.
5. **Attendance and Cohesion**. The group works most effectively if the group is cohesive, reliable, and predictable. Regular attendance is a key part of that, You should make it a priority in Your schedule. Regular attendance and active participation in the meetings are important ways to demonstrate respect for and value the work of each client. Similarly, it is important to arrive on time to each Session. If You know You are going to be late or absent, notify the group ahead of time as soon as possible so that they can let the group know at the beginning of the Session.

There may be times when the group is the last place You want to be because of the uncomfortable feelings it may bring up. In our experience these times may in fact be unusually productive opportunities to do transformative work. In the same vein, You can anticipate that some of the difficulties that You have experienced in Your life will express themselves in the group. Don't be discouraged by this. It is in fact a great opportunity, because it means that You and the group are tackling the important issues that concern You. You have decided to begin a process of giving and receiving support and working toward needed changes in Your personal and interpersonal life. We look forward to the opportunity of working together with You in this group.

6. **Private Facebook Group Participation**. Private Facebook group access is only available for group coaching clients. Upon termination of this Agreement for any reason, You will be removed from the Facebook group. You agree not to post, transmit, upload, perform, or otherwise make available any content within the Facebook Group that is:
- a. Harmful, threatening, defamatory, abusive, harassing, obscene, vulgar, hateful, pornographic, or otherwise objectionable; or

- b. Advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or
- c. A false or misleading representation of affiliation with any other person or entity. You may not employ false identifiers to impersonate any person or entity or to misrepresent or disguise the true origin of any content.