



COACH TRAINING PROGRAM AGREEMENT

Welcome! Before we begin, it is important that we have a clear understanding of how we'll work together. Please read this agreement before signing below.

This Agreement is being made between Gaia Project Consulting, LLC (“Coach” or “we”) and You (“Client” or “you”). We both legally agree to the following:

PROGRAM DESCRIPTION.

The Gaia Project for Women’s Leadership Coach Training Program (“Program”) includes:

- 13 one-hour recorded video trainings
- 4 monthly one-hour live coach training calls with Elizabeth Cronise McLaughlin (calls are recorded)
- Access to the private Facebook group for the Program
- Coaching materials, trainings and exercises
- 1 twenty-minute private coaching session by phone with Elizabeth Cronise McLaughlin or an Assistant Women’s Leadership Coach to complete your certification
- Feedback on Program exercises from an Assistant Women’s Leadership Coach

EXPECTATIONS.

- During the Program, you can expect that we will:
- Prepare and teach all coach training calls
- Devote our full attention to you during the coach training calls
- Provide accountability and feedback on exercises
- Provide support for your development and growth as a coach
- Stretch you to grow in your own professional and personal development
- We expect that you will:
- Attend all training calls live or by recording
- Complete all materials and exercises for the Program
- Make payments on time
- Give 100% of your effort and fully commit to the Program
- Act in integrity at all times
- Take responsibilities for your own decisions
- Be open to new ideas
- Be willing to stretch and grow personally and professionally

SCHEDULING AND CANCELLATION.

Communication: Should you need to reach us, please contact us by e-mail (no phone calls or texts please) between 9:00 -5:00pm ET. We will do our best to respond to you within 24 hours on weekdays and by the next business day after weekends and holidays.

E-mails pertaining to your Program are for quick questions and you will receive brief responses. If you wish to discuss something at length, we may request that we wait and discuss your question during your private coaching session.

Scheduling Calls: Please come prepared to start and end all training calls and your private coaching session on time. To schedule your private coaching session, contact our team at info@gaialeadershipproject.com and we will assist you.

Rescheduling or Cancellation: Our coaching time together is important. If you need to reschedule or cancel your private coaching session, you need to do so at least 48 hours in advance of your scheduled time by sending an e-mail to Elizabeth at elizabeth@gaialeadershipproject.com or to your Assistant Coach (if applicable), or to our team at info@gaialeadershipproject.com.

Missed Private Coaching Session & Coach Training Calls: If you are more than ten minutes late to your private coaching session, the session is forfeited without the opportunity to reschedule it. If you miss a live coach training call, you must listen to the webinar recording and turn in the coaching exercises or your participation in the Program will be terminated. We do understand that emergencies can happen to anyone; therefore, if an emergency keeps you from attending the private coaching session, please e-mail us whenever possible to let me know of the circumstances. Death in the family, serious illness and hospitalization are considered emergencies; all other situations will require 48 hour advance notice or the session will be forfeited.

INVESTMENT AND PAYMENT.

Investment: You agree that you are financially willing and able to invest in this Program by choice, and that by so doing, you are not incurring any economic hardship in any way.

- If paying in full, your investment is \$3,500 and must be made upon enrollment in the Program.
- If paying in installments, payment of the first of 4 installments in the amount of \$975 must be made upon enrollment in the Program, and 3 subsequent monthly payments in the amount of \$975 will be due monthly from the date of the first payment.

Payment Authorization and Receipt: When paying by credit card, you give us permission to automatically charge your credit card or debit card as payment for your Program without any additional authorization, and you will receive an electronic receipt. If we choose to provide you with an invoice instead, you are required to pay it by the date due on the invoice or your Program will be put on hold until payment is made.

Missed Payment: If payment is not received by the date due or there is a problem with the payment transaction or method, you will be notified by e-mail and then have a 7 day grace period to make the payment following the due date, otherwise your Program will be put on hold. If no payment is made within the 7 day grace period, the Program will automatically

terminate and you will no longer be granted access to the Program.

Refund Policy: It is our intention for you to be happy with your Program. However, because we have invested considerable time and effort in your Program, if you decide to withdraw at any time for any reason, you are still fully responsible for making all Program payments, and no refunds will be provided.

CONFIDENTIALITY.

Confidentiality is important. To use this Program, we may seek personally-identifying information including your name, e-mail address, phone number, street address, and billing information (“Confidential Information”), or you may offer or provide a comment, photo, image, video or any other submission to us when using or participating in the Program (“Other Information”). By providing such Confidential Information or Other Information to us, you grant us permission to use and store such information. We, in turn, will use our best efforts to keep your Confidential Information safe, secure and confidential in accordance with this Agreement.

Please note that whenever you voluntarily share your Confidential Information or Other Information or make it available for viewing by others, including in the Facebook group, the Confidential Information or Other Information may be seen, collected, disclosed or used by others; therefore, we cannot be responsible for any disclosure or unauthorized use by others. When sharing or commenting in the Facebook group, you are also agreeing to abide Facebook’s terms and conditions and their policies regarding confidentiality.

All Confidential Information will be held in confidentiality and will not be disclosed to others, except that we may disclose Confidential Information: (1) pursuant to this Agreement, (2) if required to do so by law, (3) in the good-faith belief that such action is necessary to conform to the law, (4) to comply with any legal process served on me, our partners, sponsors, investors, affiliates, or others (5) to protect and defend our property rights or those of others, and/or (6) to act as immediately necessary to protect the personal safety of others. Notwithstanding the limitations of this section of the Agreement, you may freely share your personal experience of the Program with others.

INTELLECTUAL PROPERTY RIGHTS.

We retain all ownership and intellectual property rights to the Program content and materials provided to you through the Program, including all copyrights and any trademarks belonging to us. The Program content and materials are being provided to you for your individual use only and with a single-user license. You are not allowed or authorized to share, copy, sell, post, distribute, reproduce, duplicate, trade, resell, exploit, or otherwise disseminate any portion of the Program or Program materials, including the Training Workbooks, electronically or otherwise, for business or commercial use, or in any other way that earns you money, without our prior written permission.

You may, however, use any material marked as “coaching exercise” in your business or for commercial use once you comply with all Certification requirements and become a Certified Women’s Leadership Coach in accordance with the terms of the Certification Agreement.

PERSONAL RESPONSIBILITY, DISCLAIMER & RELEASE OF CLAIMS.

Personal Responsibility & Assumption of Risk: You acknowledge that you take full responsibility for yourself and all decisions made before, during and after your Program. You accept full responsibility for your choices, actions and results before, during and after this Program, and you knowingly assume all of the risks of the Program related to your use, misuse, or non-use of the Program or any of the Program materials. You understand and agree that you are solely responsible for your results. You attest that you are mentally fit to participate in this Program and acknowledge that you are exclusively responsible for your physical, mental and emotional well-being.

Disclaimer: We have used care in preparing the information provided to you, but this Program and the Program materials are being provided for informational and educational purposes only. There are many factors that influence your results, so no guarantees can be made as to the results you will experience through this Program. You agree that we are not responsible for your physical, mental, emotional and spiritual health, for your financial earnings or losses, or for any other result or outcome that you may experience through this Program. Nothing related to this Program is intended to be considered medical, mental health, legal, financial, or religious advice in any way.

You understand that we are not an employment agent, business manager, physical trainer or psychotherapist/psychiatrist, and we are not acting as an attorney for purposes of this Program nor offering any legal advice herein, and that we are not obligated to procure any employment, business or sales for you or perform any business function such as offering legal or investment advice. Furthermore, you understand that coaching is not a substitute for mental health counseling or medical treatment of any kind, that coaching does not involve the diagnosis or treatment of physical disorders or mental disorders as defined by the American Psychiatric Association, and that coaching is not a substitute for counseling, psychotherapy, psychoanalysis, physical or mental health care, or substance abuse treatment. You agree that you will not use coaching in place of any form of medical or mental health diagnosis, treatment or therapy. You also acknowledge that coaching is not to be used as a substitute for professional advice by legal, medical, financial, business or other qualified professionals.

For specific questions related to a medical or mental health situation, consult your own medical or mental health professional. For specific questions related to your financial, legal or tax situation, consult your own attorney, accountant, and/or financial advisor. For specific questions related to religion, spirituality, or faith, consult your own clergy member or spiritual healer. Do not start or stop taking any medications because of anything you have read or received through this Program. You understand that we retain the right to refuse or terminate this Agreement or any session based upon any inappropriate behavior, comments or suggestions, to us or to any other Program participant, without prior notice.

Limitation of Liability, Indemnification, and Release of Claims: You agree that you will not hold me liable for the information that you request or receive through this Program, including our services, products, and Program materials and any other information you have received from or through me related to this Program. You agree that you fully and completely hold

harmless, indemnify and release me from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, that you ever had, now have or may have against me in the future that may arise from your participation in the Program, including all services, products, and Program materials, to the extent permissible by applicable law.

OTHER IMPORTANT TERMS.

Termination: If either of us want to terminate the Agreement at any time, we both agree to notify the other at least 30 days in advance by e-mail. Even after termination by either of us, all of the terms of this Agreement, including all of the Investment, Refund Policy, and Intellectual Property terms, will still apply to both of us now and in the future. Upon termination by either of us: (1) you will have 24 hours to pay any and all remaining payments or balances that are owed to us; (2) you are to cease using the Program materials immediately, and (3) we reserve the right to immediately refuse or terminate your access to any aspect of our Program and Program materials without further notice.

Notice: All correspondence or notice required regarding the Program shall be made by sending an e-mail to Elizabeth at elizabeth@gaialeadershipproject.com and to our team at info@gaialeadershipproject.com and to you at the e-mail address in the signature block below. Should your e-mail address, billing information, or contact information change at any time throughout the Program, it is your responsibility to provide your updated information to us within 3 days of any change.

Entire Agreement, Assignment, Survivability and Waiver: This Agreement contains our entire agreement. This Agreement may be modified or amended at any time as long as the amendment is in writing and signed by both of us. You may not assign your rights or obligations under this Agreement to anyone else, and the obligations under this Agreement shall survive indefinitely unless otherwise stated in this Agreement. If we choose to waive or not enforce one or more terms of this Agreement, it does not in any way limit our right to later enforce every part of this Agreement.

Governing Law: This Agreement shall be construed according to the laws of the State of California, without regard to choice of law provisions.

Dispute Resolution: Should we ever have any differences, it is hoped that we could work them out amiably through e-mail correspondence. However, if we are unable to seek resolution within 14 days, we agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, jointly selected by both of us, unless we both agree otherwise in writing. You understand and agree now that the only remedy that can be awarded to you through arbitration is the full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding, and may be entered as a judgment into any court having the appropriate jurisdiction. You also agree that should arbitration take place, it will be held in the State of California where our principal place of business is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

Non-Disparagement: If there is a dispute between us, you agree to not publicly or privately make any negative or critical comments about the Program, Gaia Project Consulting, LLC or us, or to communicate with any other individual, company or entity in a way that disparages the Program or harms our reputation in any way, including on social media. In arbitration or when required by law, of course, you are not prohibited from publicly sharing your thoughts and opinions.

By consenting to the terms of this Agreement, we both acknowledge that we have read, understand, agree to and accept all of the terms in this Agreement. Electronic signatures of this Agreement, and/or agreement to these Terms and Conditions by electronic check box, are permitted and enforceable. You agree that you have had the opportunity to ask any questions prior to signing, and your signature indicates that you are in full agreement with all of the terms of this Agreement.

CLIENT

Name: _____

Date: _____

E-mail: _____

GAIA PROJECT CONSULTING, LLC

Name: _____

Elizabeth Cronise McLaughlin

Its: CEO / Owner / Lead Executive Coach

Date: _____