

Coaching Agreement
Business Mastermind

Mia Davies, LLC

This Agreement is entered into by and between Mia Davies, LLC (the “Coach”) and The person making the payment (the “Client”) whereby Coach agrees to provide Coaching Services for Client focusing on the following topics/results/outcomes/goals attached to this Agreement as Schedule A (the “Services”).

Coach and Client desires to create a business relationship whereby Coach seeks to help Client maximize personal and professional potential, developing a strategy and plan for achieving goals.

1) Services

The parties agree to engage in an 8 month business mastermind through internet and telephonic meetings. Coach will be available to Client by direct message in Telegram app in between scheduled meetings as defined by the Coach. Coach may also be available for additional time, per Client’s request on a prorated basis rate of \$260 per hour.

2) Schedule and Fees

The Services shall commence December 2019 until 8 months are completed (the “Term”). The fees are to be paid in advance or in monthly installments, as follows:

Business Mastermind Black Friday Pricing Half Off: \$3,500 pay in full or 8 installments of \$497

The calls/meetings will range from 45-60 min (length of call or meeting for example 45, 60 minutes). If rates change before this agreement has been signed and dated, the prevailing rates will apply. There are no refunds on Services already provided unless required by law. There are no cancellations on installment agreements. All payments must be completed as agreed upon.

3) Procedure

The time of the coaching meetings and/or location will be determined by Coach. The client will be given a zoom link or conference call number prior to the scheduled calls.

4) Coach-Client Relationship

A. 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.

B. Client further acknowledges that if he/she terminates this Agreement before the end of the Term, then Client is still fully liable for all fees and payments through the end of the Term.

C. 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, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.

D. 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 and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If 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.

E. 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.

5) Confidentiality

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. However, please be aware that 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.

Confidential Information does not include information that: (a) was in the Coach's possession prior to its 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; or (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; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

6) Release of Information

According to the ethics of coaching, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

7) Cancellation Policy

Client agrees that there are no cancellations of agreed upon payments. If the Client is unable to participate in the program they can put the funds toward a future program but no payments will be cancelled or refunded and Client is responsible for the payments through the remainder of the term.

8) Record Retention Policy

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 less than 3 years.

9) Limited Liability

Except as expressly provided in this Agreement, 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 rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. 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.

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. 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.

12) 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. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

13) Severability

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. If the Court finds that any provision of this Agreement is 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.

14) Waiver

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.

15) Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of California and New Mexico, without giving effect to any conflicts of laws provisions.

16) Binding Effect

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

IN WITNESS WHEREOF, the parties agree to this Agreement as of the date of the first payment made.

Schedule A
Description of Services

Weekly Small Group Mastermind Calls with Mia

- 3 weeks of each month: total of 23 group calls with Mia ranging from 30-90min
- Mastermind calls are 6-10 people per call and done over zoom video conferencing
- All calls are recorded and sent out to you within 24 hours.

Weekly Live Faith & Mindset Training with Mia

- 3 weeks of each month: total of 24 trainings: approx 30min
- All trainings are recorded and sent out to you within 24 hours

Monthly Live Faith & Business Training/Prayer Call with Mia

- 1 week of each month: total of 8 trainings :approx 60min
- All trainings are recorded and sent out to your within 24 hours

Access to Weekly Live Office Hours with Mia

- 1 hour per week
- 3 weeks of the month where you can jump on and get additional support

Private Member's area:

- Includes immediate access to training, cheatsheets, PDFs in the following areas: Business fundamentals, branding, messaging, launching a podcasting, ranking Youtube videos, setting up a marketing funnel, online traffic, list building, sales and mindset training.

Private Members Online Facebook Group and Community Chat Groups

- Connect with other purpose driven entrepreneurs in the mastermind through the private FB group and private group chats via Telegram App. Stay in the loop and feel part of a bigger team of faith based entrepreneurs.

Direct Access to Mia via Telegram App

- If you ever feel stuck or have questions inbetween coaching calls direct message Mia with audio, text or video anytime and get a reply within 48 hours.

Bonus: 1on1 60 min 2020 Business Strategy Call with Mia via zoom to map out your 8 month customized plan for the mastermind

