



Coaching Agreement



This agreement is between **Leading Productive Lives, LLC (parent company for The Productive Muslim Company)**, organized under the laws of the State of Texas, with offices located at **3824 Cedar Springs Rd Dallas TX 75219** (the "Coach") and _____ whose address is _____ (the "Client") whereby the Coach agrees to provide life and professional coaching services (the "Coaching Services") for Client under the following conditions.

1. Coaching Services.

- a. Coaching is 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.
- a. The Coach will engage the Client in direct and personal conversations and the Client understands that successful Coaching requires a cooperative and collaborative approach between Client and Coach.
- b. Coaching may address specific personal projects, business successes, or general conditions in the Client's life or profession. Other Coaching services include value clarification, brainstorming, identifying plans of action, examining modes of operating in life, asking clarifying questions, and making empowering requests or suggestions for action. In the Coaching relationship, the Coach plays the role of a facilitator of change, but it is the Client's responsibility to enact or bring about the change.
- c. Each Client is an individual and the Client acknowledges and agrees that the results obtained by that Client will be different from any other Client receiving our Coaching Services.
- d. The services to be provided by the Coach to the Client are provided online on the internet. The Client may from time to time supplement the coaching activities with email communication with the Coach when relevant and appropriate.
- e. Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation "(ICF)" (Coachfederation.org/ethics). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.

2. Client Responsibilities.

- a. Client agrees to communicate honestly, be open to feedback and assistance and create the time and energy to participate fully in the program.
- b. Client is responsible for creating and implementing their own physical, mental and emotional well-being, decisions, choices, actions and results. As such, the Client agrees that the Coach is not and will not be liable for any actions or inaction, or for any direct or indirect result of any services provided by the Coach.
- c. Client understands coaching is not psychological therapy and does not substitute for such therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
- 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 counselling, 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. 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.

3. Coaching Session and Duration.

The Coaching Services will include a total of _____ sessions lasting 45-60 minutes each to be delivered within _____ months following the signing of this Agreement. The Coach and the Client will hereafter mutually agree on the schedule of the sessions.

4. Fees.

The total fee for the Coaching Services identified in Section 3 of this Agreement is US\$ _____ payment for the Coaching Services may be paid in full upon signing this Agreement or in the alternative may be made in instalments and the Coach shall invoice the Client for each of these instalment.

5. Payment.

- a. Leading Productive Lives, LLC will invoice Client for Coaching Services and Client agrees to pay the invoice according to its terms.
- b. You expressly authorize Leading Productive Lives, LLC and its third-party payment processor to charge and process any Coaching Service fees resulting from this Agreement. The terms of your payment method may be determined by agreements between you and the financial institution you have chosen to make payment.
- c. If you provide Leading Productive Lives, LLC with credit card or other payment information, that information will be transmitted to our third-party payment processor and Leading Productive Lives, LLC will not retain or store this information.
- d. Client is responsible for any fees associated with recouping payment on charge backs and any collection fees associated therewith.

6. Session Cancellation.

If you need to cancel an appointment, please provide at least 24 hours' notice or unfortunately, it will be necessary to charge you for the missed session in full.

7. Privacy.

The Client can, at any point in the Coaching session, declare their preference not to discuss a specific issue, by simply stating that they would rather not discuss this issue. The Coach agrees to respect this boundary.

8. 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, 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.

- a. The Client agrees not to disclose any information pertaining to the Coach without the Coach's written consent. Confidential information does not include information that: (a) was in the Client's possession prior to its being furnished by the Coach; (b) is generally known to the public; (c) is obtained by the Client from a third party, without breach of any obligation to the Coach; (d) is independently developed by the Client without use of or reference to the Coach's confidential information; or (e) that the Client is required by law to disclose.

9. Release of Information

The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by ICF. By signing this agreement, you agree to have only your name, contact information 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.

Client Agrees _____

Client Refuses _____

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 coach professional development and/or consultation purposes.

10. Termination.

The Coach and Client agree that either party may terminate this agreement for any reason by providing the other party with ten (10) days written notice ("Termination Notice Period"). See the refund policy.

11. Refund Policy.

- a. In the event that the Coach elects to terminate this Agreement, the Client shall only be entitled to a refund of any un-used pre-paid sessions.
- b. In the event that the Client Terminates this Agreement after the first session, the Client shall only be entitled to a refund of all un-used pre-paid sessions and shall be responsible for payment for the first session.
- c. If the Client terminates this Agreement they agree that they will pay for any scheduled sessions falling within the 10 day Termination Notice Period, whether or not the Client attends the session.

12. Late Payment.

In the event that the Client fails to pay the Coaching fee invoice, or any instalment of the fee, if so agreed, in a timely manner, the Coach may suspend any Coaching Services until the delinquent payments have been made to the Coach.

13. No Substitute For Medical Treatment.

- a. Client agrees to be mindful of their own well-being during the Coaching Services and seek medical treatment (including, but not limited to psychotherapy), if needed.

- b. Coach does not provide medical services, physical therapy services, or psychotherapy services and is not responsible for any decisions made by Client as a result of the Coaching Services and any consequences thereof.
- c. The coach may recommend certain physical activities including, without limitation, certain physical exercises. The Parties agree that the Coach shall not be liable to the Client for any injuries sustained as a result of engaging in any recommended activities. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER BEFORE ENGAGING IN THESE PHYSICAL ACTIVITIES. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT.

14. Limited Liability.

Except as expressly provided in this agreement, the Coach makes no guarantees or warranties, express or implied. In no event will the Coach be liable to the Client for consequential or special damages. The Coach disclaims any liability for damages resulting from Clients engaging in any physical activity related to the Coaching Services. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this agreement, and the Client's exclusive remedy, will be limited to the amount paid by the Client to the Coach under this agreement for all services rendered up until the termination date.

15. Release.

- a. By using the Coaching Services, you release, to the maximum extent allowed by law, the Coach, Leading Productive Lives, LLC, its officers, directors, employees, affiliates, and agents from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your use of the Coaching Services including, without limitation, any death or serious emotional or serious physical harm.
- b. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

16. Non-Disparagement.

In the event that a dispute arises between the parties or a grievance by Client, the parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. In the event of a dispute between the parties, the parties agree that they neither will engage in any conduct or communications, public or private, designed to disparage the other.

17. Survivability.

The non-disparagement, confidentiality provisions, and any provisions relating to payment of sums owed set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.

18. Severability.

If any of the provisions contained in this Agreement, or any part of them, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof.

19. Choice Of Law and Venue.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to any conflict of laws principles. Each party hereby irrevocably consents to the exclusive jurisdiction of the State and Federal courts sitting in Collins County, Texas for the purpose of hearing and deciding any and all disputes,

claims and controversies arising out of and relating to this Agreement. The prevailing party in any such action or proceeding shall be awarded all of the costs and fees incurred by it reasonably related thereto, including the fees of its attorneys.

20. Entire Agreement.

This is the entire agreement of the parties and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations. This Agreement may be modified only by an instrument in writing duly executed by both parties.

Our signatures on this agreement indicate full understanding of and agreement with the information outlined above.

Client

_____ Date: _____

Leading Productive Lives, LLC

_____ Date: _____

Mohammed Faris
Managing Director