

Delta Catalyst Lab, Inc

COACHING AGREEMENT

This is the standard Coaching Agreement for Delta Catalyst Lab, Inc's employed or contracted coaches (herein "Coach") and clients who book paid or complementary sessions through offline and online scheduling forms for themselves or for their employees (herein "Client") whereby Coach agrees to provide "Coaching Services" for Client as follows:

Definition of "Coaching Services": 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.

1) Coach-Client Relationship

A. Coach agrees to maintain the ethics and standards of behavior established by the International Coaching Federation ("ICF"). www.coachingfederation.org/ethics. It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.

B. 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.

C. Client acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

D. 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. Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively Client's responsibility.

E. 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 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 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.

F. 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 sessions.

G. Client understands that certain Coaches employed at Delta Catalyst Lab may be certified as WHY Coaches by Simon Sinek, Optimism Training, The Optimism Company or Optimism Online. This is a certification earned through training and examination. It does not constitute employment or partnership. The Coach(es) is not / are not employed by, representatives of, or partners of Simon Sinek, Optimism Training, The Optimism Company or Optimism Online. Thus, Coach(es) may not enter into any agreements on behalf of Simon Sinek, Optimism Training, The Optimism Company or Optimism Online. Client understands that this agreement does not constitute an agreement with Simon Sinek, Optimism Training, The Optimism Company or Optimism Online. Client agrees to fully and completely hold harmless, indemnify and release Optimism Training, LLC (the "Company") and any of the Company's agents, consultants, affiliates, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the Company from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related any services received through Delta Catalyst Lab Inc.

2) Services

The parties agree to engage in a coaching session or sessions as determined by the service(s) purchased by Client on the website.

3) Schedule & Fees

Current coaching rates are listed on the website. Single sessions are scheduled in advance and must be prepaid. There are no refunds for prepaid sessions.

4) Procedure

The time of the coaching sessions and/or location will be determined by Coach and Client based on a mutually agreed upon time. The Client will initiate all scheduled sessions by choosing a date and time on the Coach's calendar. Unless otherwise arranged, all coaching sessions will be conducted via Zoom video conferencing.

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 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.

6) 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 email address of all Clients for possible verification by the ICF. By entering into this agreement, you agree to have only your name, email address 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.

According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals, and those that may use coach-like skills in their careers for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

7) Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach four (4) hours in advance of the scheduled session if Client wishes to cancel. Client may reschedule the meeting if he/she provides at least four hours notice. Coach agrees to notify Client at least (4) hours in advance of the scheduled session if Coach requires a rescheduling of session. If Client is unable or unwilling to find a suitable time to reschedule, Coach agrees to refund the prepaid fee.

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 digital format for a period of not less than seven (7) years.

9) Termination

Either the Client or the Coach may terminate this Agreement at any time. No refund will be granted in cases when the Client terminates. Refunds will be granted in cases when the Coach terminates.

10) 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.

11) 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 Michigan, without giving effect to any conflicts of laws provisions.