

# Growth Financial Personal Coaching Agreement

Thank you for making Growth Financial part of your financial growth journey. We look forward to serving your needs!

To help guide our relationship, we ask that you review the information below.

This Coaching Agreement (the "Agreement" or "Coaching Agreement") states the terms and conditions that govern the contractual agreement between Upright Solutions LLC (We/Us/the "Coach"), and the individual(s)/entity(s) (You/the "Client") who agrees to partake in this Agreement. WHEREAS, the Coach offers Coaching services in the field of Personal Finance; and WHEREAS, the Client desires to retain the services of the Coach to render Coaching services with regard to personal finance according to the terms and conditions herein. NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Coach and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

#### 1. Coaching Services/Term/Confidentiality

The Coach agrees that it shall coach the Client for all things pertaining to personal finance (the Coaching Services). The Coach is not liable for the Client's actions pertaining to the Coaching Services. The Client agrees to hold the Coach harmless.

This Agreement shall begin upon its signing and continue on a session-by-session basis. Either Party may terminate this Agreement for any reason at any time.

Except in cases where disclosure is required by moral, ethical, or legal responsibility, the Coach shall not use confidential Client information other than solely for the benefit of the Client. The Coach may use general Client data (while maintaining the Client's anonymity) for purposes such as establishing averages or trends across clients.

#### 2. Compensation/Refunds

In consideration for the coaching services, the Client shall pay the Coach in advance at the rate of \$277.78 per session. We do not offer refunds for our coaching services.

#### 3. Spousal Participation/Professional Boundaries

If a Client is married, both spouses must participate and commit to all scheduled coaching sessions. If either spouse is not available for an appointment, it will be rescheduled. As a personal/professional boundary, our coaches will not meet one-on-one with members of the opposite sex. Our coaches will also not meet in-person at a personal residence.

## 4. Appointment Management

We value your time and ours. We aim to make appointment management clear, easy, and intuitive. Appointments are managed via Calendly. Rescheduling an appointment requires 24 hours notice or payment is forfeit and a new appointment will need to be scheduled. The Coach may override this policy on a case-by-case basis at the Coach's sole discretion.

#### 5. Disclaimer

Coaching is designed to give you accurate and helpful insight with regard to the subject matter covered. Coaches are not authorized to render legal, accounting, or other professional advice. Since each Client situation is fact-dependent, the Client must additionally seek the services of an appropriate licensed legal, accounting, or investment service.

#### 6. Indemnification/Modification

The Client agrees to indemnify, defend, and protect the Coach from and against all lawsuits and costs of every kind pertaining to the Client's business including any and all legal fees due to any act or failure to act by the Client based upon the Coaching Services. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

## 7. Disputes/Applicable Law

Should the Client have any question(s), dispute(s), or grievance(s), the Client is to first make substantial effort to resolve the issue amicably by direct conversation with the Coach. Only if the issue proves irresolvable after substantial effort between the Client and Coach is third-party mediation to be considered. This Coaching Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of AK and subject to the exclusive jurisdiction of the federal and state courts located in Matanuska Susitna, AK.

IN WITNESS WHEREOF, each of the Parties has executed this Coaching Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

#### **Upright Solutions LLC**

Signature

Full Legal Name and Title

Date

#### Client