

BLANC MEDIA COACHING AGREEMENT

Thank you for your interest in working with a coach to go through The Focus Course. We're excited to help you become more focused and intentional in your life and to better be able to do work that matters.

Below you will find some important information about our coaching relationship. Our desire is for everyone involved to have clear expectations regarding what the coaching relationship is (and what it is not). For example, some of the topics covered in this agreement include client confidentiality, appointment cancellation, and ownership of intellectual property related to The Focus Course and our coaching program.

Please read this agreement carefully as it outlines the legal details of our coaching relationship.

Thanks again! We look forward to working with you.

1. Introductions

This is a Coaching Agreement (the "Agreement") between Blanc Media, LLC, a Missouri limited liability company ("Blanc Media", "we", "us", "our"), and you ("you", "your", "Client"). This Agreement is a binding contract between you and us, so please read it carefully.

2. Definitions

"Coach" — An authorized representative of Blanc Media that will provide you with individualized instruction related to the Course.

"Coaching Services", or "Services" — A particular collection or combination of various methods of individualized instruction provided to you by your Coach (e.g., email, telephone, video conference, individualized homework assignments, etc.) and outlined in the Program Order.

"Coaching Program" — A particular collection or combination of print or electronic components of the Course as well as the Coaching Services. The exact contents of your Coaching Program will be outlined in the Program Order.

"Course" — The Focus Course, including all of its component parts (e.g., all of its written content, videos, website(s), online forums, PDF's, downloads, etc.), and including all of its presentation variations (e.g., The Focus Course Live, The Focus Course Academy, etc.).

“**Intellectual Property**” — Copyright database rights, patents, design rights and trademarks whether registered or unregistered, and all other industrial or intellectual property rights existing in any jurisdiction, and all rights to apply for and enforce the same.

“**License**” — The limited rights to use the Licensed Content in accordance with this Agreement.

“**Licensed Content**” — The specific content and components of the Course and the Coaching Services that are to be included in your Coaching Program and to which you will have access.

“**Program Order**” — Any written order acknowledged by both you and us that states what specific components of the Course and Coaching Services will be a part of the Coaching Program, how much you will pay us for the Coaching Program, how long your License will last and the terms of payment. A Program Order may take the form of a purchase order, letter, email, invoice, or any informal writing, so long as it is apparent from the face of the writing that it was agreed to by both you and us and that it was intended to be a part of this Agreement.

3. License and Assignment

The Focus Course, the Coaching Program and all of the Licensed Content are the property of Blanc Media, and we grant to you a limited, non-exclusive, non-transferable, revocable, royalty-free, non-commercial use of the Licensed Content (the “License”), based upon the Coaching Program you have chosen.

The Licensed Content is licensed, not sold, to you, and Blanc Media retains all ownership of the Licensed Content, the Course, the Coaching Program, its contents, and all Intellectual Property associated with it. We can assign our rights under this License and Agreement to a third party, without restriction. You may not assign your rights under this Agreement and you may not sub-license, assign, or otherwise transfer your rights under this License to any third party.

You may not alter, modify, or edit the Licensed Content for any reason whatsoever, without express written permission from us. You may not transfer, transmit, reproduce, loan to any third party, publish, or otherwise exploit, modify, or create derivative works from, or combine with any other material, the Licensed Content.

You understand that the Course and the Coaching Program methodology, including principles, concepts, coaching techniques and training, as well as assignments, emails, attachments, and documents, are the sole property of Blanc Media and you understand and agree that they may not be used for any purposes, other than this coaching relationship, without written consent from Blanc Media.

In addition to the Course and the Licensed Content, all trademarks, service marks, logos, domain names and any other features of the Course and Coaching Program are the sole property of Blanc Media. This Agreement and License does not grant you any right to use the Course’s trademarks, service marks, logos, or domain names, whether for commercial or non-commercial use, without express written permission from us.

You understand and agree that this Section shall survive termination of this Agreement and that you will continue to adhere to its obligations.

4. Confidentiality

This coaching relationship, including all information (both verbal and written) that you share with your Coach, will be kept confidential, though it is not considered a legally confidential relationship (for example, like you have with your doctor or attorney). We will not disclose any information pertaining to you without your consent. Confidential information, however, 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) that the Coach is required by law to disclose.

5. Term & Termination

The Term of the Coaching Program will be stated in the Program Order.

Either party may terminate this Agreement if the other party commits a material or persistent breach of any term of this Agreement. A material breach shall specifically include, but shall not be limited to: failure to make timely payments due under this Agreement and related Program Orders; disclosure of confidential information; and breach of the License.

The License we grant to you under any Program Order will begin once you have paid the fee set forth in the Program Order and will (subject at all times to earlier termination in accordance with the terms in this Agreement) continue for the Term stated in the Program Order. In consideration of your payment of the fee specified on the Program Order, we will grant you access to your Coaching Program and the Licensed Content as specified in the Program Order.

Upon termination of this Agreement or any Program Order, you agree to continue to adhere to the provisions of this Agreement relating to the Licensed Content (everything in Section 3, above).

6. Fees and Payment

Unless specifically agreed to otherwise in the Program Order, payment of all fees related to the Coaching Program are due in full and are non-refundable.

Your Coach will not conduct the first appointment with you until the first payment is made. Failure to make the final payment in full and on time will result in termination of your Coaching Program until such time as the full payment is made.

7. Our Rights & Obligations

We will endeavor to find appointment times that are mutually agreeable to both you and your Coach.

We will use commercially reasonable efforts to maintain adequate Internet connection and server capacity so that you have access to the Course and your Coaching Program. We utilize professional-grade website hosting with proven track records of reliability. If, for some reason, our website goes down and you cannot access the Course or your Coaching Program, we will use commercially reasonable efforts to get the website back up (or provide you with alternate access).

We reserve the right to, at any time and for any reason, make alterations, modifications, deletions, or any other changes to the Course and the Licensed Content.

8. Your Rights & Obligations

In addition to paying the fee and complying with all other terms in this Agreement, you agree to communicate honestly, to be open to feedback and assistance, and to create the time and energy to participate fully in the Coaching Program.

You understand that completing the Coaching Program does not certify you to become a Focus Course Coach, nor does it authorize you to teach or train others using the Course. Without limiting the previous sentence, you may of course share your experience and thoughts about the Course and the Coaching Program with family, friends, colleagues, and others. You can also provide feedback to, and interact with, others who are taking (or have taken) the Course or the Coaching Program.

You retain the limited, non-exclusive, non-transferable right to use the Licensed Content according to the terms and conditions of this Agreement and the Program Order.

9. Appointment Cancellation Policy

Should you need to reschedule a previously scheduled call or meeting, you agree that it is your responsibility to notify the Coach at least twenty-four (24) hours in advance of such call or meeting. If you fail to notify the Coach and you miss a scheduled call or meeting, we do not guarantee that the Coach will be able to reschedule that meeting.

10. Limited Warranty

We will do our best to provide you with an excellent and positive experience, but we do not warrant or guarantee that any particular results will come from your use of the Coaching Program. You understand

that successful coaching requires a collaborative approach on the part of both the client and the coach. In the coaching relationship, the Coach's role is to be a facilitator of and inspiration for change, but it is the Client's responsibility to enact or bring about the change.

We warrant that we have sufficient right, title, and interest in and to thefocuscourse.com, the Course, the Coaching Program and all Licensed Content to grant the rights granted to you in this Agreement. We endeavor to provide you with an excellent product, but you understand and agree that YOUR COACHING PROGRAM AND LICENSED CONTENT ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. YOU USE YOUR COURSE PACKAGE AND LICENSED CONTENT AT YOUR OWN RISK. WE DISCLAIM ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability

You understand that coaching does not involve the diagnosis or treatment of physical disorders or mental health disorders. You understand that coaching is not to be used as a substitute for professional advice by legal, mental health, medical or other qualified professionals and will seek independent professional guidance for such matters should they arise. You understand that the Coaching Program is not therapy and does not substitute for therapy.

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL BLANC MEDIA, ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, AFFILIATES, SUCCESSORS, ASSIGNS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, PERSONAL INJURY, WRONGFUL DEATH, OR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE COURSE, THE COACHING PROGRAM OR THE LICENSED CONTENT. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON, YOUR SOLE AND EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING WILL BE LIMITED TO THE FEES THAT YOU HAVE PAID TO US FOR YOUR ENROLLMENT IN THE COACHING PROGRAM AND USE OF THE LICENSED CONTENT DURING THE YEAR IN WHICH THE LOSS OR DAMAGE OCCURRED.

12. Entire Agreement

This Agreement (and any Program Orders issued hereunder) represents the entire agreement between us and you. The terms of this Agreement supersede all prior purchase orders, written terms and conditions, written or verbal representations, advertising or statements relating in any way to the Course, the Coaching Program and the Licensed Content.

13. Force Majeure

We will not be liable for any failure or delay in performance of this Agreement or any related Program Order due to or resulting from any cause beyond our reasonable control including, but not limited to, any acts of God, acts of the other party, strikes, shortage of materials, act of governmental authority, act of the public enemy, or due to war, riot, fire, flood, civil commotion, terrorist act, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.

14. Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of law of competent jurisdiction, such a finding shall not affect the other provisions of this Agreement. All provisions of this Agreement unaffected by such a finding shall remain in full force and effect.

15. Waiver

Any failure or delay by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of such right.

16. Assignment

You may not assign or transfer any rights, duties, or obligations under this Agreement to a third party without our prior written consent and any attempt to assign without such written consent will be void. We can assign or transfer any and all of our rights, duties, or obligations under this Agreement.

17. Modification

No change, amendment, or modification of any provision of this Agreement will be valid unless set forth in a written agreement signed by both you and us.

18. Applicable Law

This Agreement shall be governed by the laws of the state of Missouri, without regard to conflict of law principles.

Payment of your coaching fees constitutes an acknowledgment of the Program Order and acceptance of the Coaching Agreement.

Agreed and Accepted:

Agreed and Accepted:

Company/Entity Name

Blanc Media, LLC

Company Name

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Date

Date