



SHELLEY DOLLEY

BOOK LAUNCH PLAN/STRATEGIC COACHING CLIENT AGREEMENT

This Agreement (the "Agreement") is entered into by and between Shelley Dolley of Leap7, Inc. ("Coach") and ("Client", "you", or "your").

1. Services

Coach agrees to provide Client with the following services ("Services"):

Book Launch Plan Package:

Coach and Client agree to engage in an approximately three-month coaching program that will result in a Final Deliverable (the Book Launch Plan). Client will complete an extensive survey and discuss answers in survey review calls (from one to three sixty-minute calls, depending on complexity) with Coach. Coach will then assemble a Book Launch Plan based on findings from the survey answers and survey review calls. The Book Launch Plan will include expert recommendations customized to your needs, including proven strategies for launching books as well as long-term audience building, and a marketing actions calendar. Delivery of the Book Launch Plan will be followed by plan review calls (from one to three sixty-minute calls) to ensure Client understands all recommendations. Possible limited modifications or adjustments to the Book Launch Plan based on plan review calls and Client feedback may result. Email communication between calls for questions and clarification is included.

If Client wishes to extend the coaching relationship, both Coach and Client must agree in writing (including by e-mail), to any additional services and payment terms. The terms of this Agreement will continue to apply unless superseded by another agreement in writing.

2. The Coach-Client Relationship and Responsibilities

The coaching relationship is co-creative, meaning that the Coach and Client are equal partners in the coaching process. Coach agrees to serve as your business-author-and-business-speaking coach. Coaching is designed to help you increase your success within the business speaking and business book publishing industries. Coaching is an alliance between the coach and the client.

Coach Responsibilities:

- Coach will use communication skills and industry knowledge to support you as an equal partner throughout the coaching process.
- Coach will ask thoughtful questions designed to increase awareness.
- Coach is committed to helping you identify strategies and methods that will advance you toward your goals in business speaking and publishing business books.

- Coach will teach you tools that you can use to expand brand reach and enhance the experience of organizations interested in hiring you to speak.
- Coach will provide a Final Deliverable (the Book Launch Plan).
- Coach will answer questions during scheduled calls as well as via email.

Client Responsibilities:

- You understand that coaching works when you do the work, and you agree to take ownership of your progress and accomplishments.
- You agree to show up for yourself not only during your coaching sessions but also in between coaching sessions and after Book Launch Plan delivery (this is where you apply what you learn and work on homework).
- You agree that you are completely responsible for your well-being and your mental and physical health care—during, after, and between sessions.
- You agree that you are the expert in your own life and business and are fully responsible for any choices and decisions you make during your coaching journey.
- You agree not to hold Coach, or any company Coach is affiliated with, liable for any outcomes resulting directly or indirectly from the choices you make during the coaching process.

Coach does not provide any financial, legal, medical, or psychological services or advice. Coaching does not prevent, cure, or treat any mental or medical condition. Coaching is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, financial advisor, or medical professional. You are responsible for your own financial, legal, physical, mental, and emotional well-being, decisions, choices, actions, and results. You should consult with a professional, independent of the coaching relationship if you have specific questions about your own unique situation. Coach and any company that Coach is affiliated with disclaim any liability for your reliance on any opinions or advice you receive as part of the Services.

You agree that you will not use coaching as a way of diagnosing or treating mental disorders as defined by the American Psychiatric Association. If you are in therapy or under the care of a mental health professional, you will notify and consult with the mental health care provider regarding your decision whether to work with a coach.

Coach cannot and does not guarantee any particular results, financial, or business outcomes as a result of this coaching relationship.

3. Fees and Payment Schedule

Client agrees to the following fees and payment schedule:

- Total package price of \$5,000
- Payable ½ prior to signing this Agreement and ½ one month after signing

Coach reserves the right to charge a late fee on all balances more than 30 days overdue at the maximum interest rate allowed by law. Client agrees to reimburse Coach for all collection and/or legal fees and expenses necessitated by lateness or default in payment.

Coach also reserves the right to terminate this Agreement, and the coaching relationship, should these fees not be paid.

If paying by debit card or credit card, you give Coach and any company that Coach is affiliated with permission to automatically charge your credit or debit card for all fees and charges due and payable to the Coach, without any additional authorization, for which you will receive an electronic receipt. You also agree that Coach and any company that Coach is affiliated with are authorized to share any payment information and instructions required to complete the payment transactions with their third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

4. Call Procedures

Calls will last 60 minutes and will take place by phone or video conference. Coach will initiate the call. Client will schedule the call via Coach's online scheduling platform or by email communication with Coach. A 24-hour cancellation notice is requested as a professional courtesy for all scheduled calls.

E-mail support is included as a part of the Services. Support will include answering any questions that may arise in between calls. Support will not be available on Saturdays, Sundays, or holidays.

5. Confidentiality and Non-Disclosure

Client understands that certain information of a confidential nature may be disclosed by Coach, to include personal information, tools, processes, strategies, materials, and other business trade secrets. Client will not intentionally disclose this confidential information to any third party or use the confidential information for their own benefit without specific approval by the person or entity making the disclosure of confidential information to Client.

Coach understands that certain information of a confidential nature may be disclosed by Client, to include personal information, tools, processes, strategies, materials, and other business trade secrets. Coach will not intentionally disclose this confidential information to any third party or use the confidential information for her own benefit without specific approval by the person or entity making the disclosure of confidential information to Coach except in very rare circumstances where disclosure is required by law, for example when a court might issue a subpoena for the file or information, or if Client threatens to harm himself or herself, or others. Client acknowledges that Coach-Client communications are not covered by any doctor-patient privilege or other privilege.

This provision will continue to be effective after the termination of this Contract.

6. Termination and Refunds

Either party may terminate this Agreement by providing notice in writing (including by email). Coach requests Client provide at least 24 hours' notice of termination prior to your next scheduled session. All fees for the Services are non-refundable. In the event of Coach's

termination that is not the result of Client's breach of this Agreement, Client will not owe any additional payments to Coach. In the event Client terminates this Agreement, and the termination is not the result of Coach's breach of this Agreement, Client will remain obligated to pay any outstanding fees owed to Coach.

In the event of termination, Client's access to the coaching materials and Final Deliverables, as defined below, and any and all permissions and licenses granted therein will be immediately terminated upon notice of termination.

Refund requests received within one week (seven days) of the signing of this Agreement will receive a 100% refund. No refunds will be given for cancellations requested on the eighth or subsequent days after the signing of this Agreement. Requests for refunds must be made in writing via email to sd@shelleydolley.com. Refunds will be processed within 30 days of receipt of the written notice.

7. Coaching Materials

Client acknowledges that Coach owns, or has permission to use, all copyrights, trademarks, and other intellectual property rights in any written or online materials, workshops, or videos that may be used during the performance of the Services. Coach hereby grants Client permission to use these materials for Client's own personal use only. Client agrees not to copy, share, sell, or distribute any of these materials to anyone else.

8. Ownership of Work created by Coach for Client

"Preliminary Works" means all artwork such as concepts, sketches, or proposed designs, documents, or files developed by Coach. "Final Deliverables" means the final versions of work product provided by Coach.

Because Preliminary Works are essentially "works in progress," Client agrees that it does not have any rights to use, and will not use, Preliminary Works in any way, unless Coach gives Client written or email permission to do so. *For example, Client will not incorporate Preliminary Works into its website, use them in marketing materials, or post them on any social media platform.*

Client agrees that Coach owns all copyrights and intellectual property in all Preliminary Works and Final Deliverables. Client agrees the Final Deliverables were not created as a work made for hire under the U.S. Copyright Act.

Upon payment in full of all fees, costs, and expenses due, Coach grants to Client a perpetual non-exclusive license of the rights to copy, display, transmit, and create derivative works of the Final Deliverables, including for use in its own trade or service mark. Client may not sell or transfer the Final Deliverables to any third party for use by that third party, except on Client's behalf. *For example, Client may make minor updates or changes to the Final Deliverables but may not use them for new or different projects, or as a template for other projects.*

Client's use of Preliminary Work or Final Deliverables other than that expressly authorized in this Agreement or by a separate written assignment, is not permitted ("Unauthorized Use"). Client agrees to pay liquidated damages of five (5) times the total fee in the event of Client's

Unauthorized Use, in addition to any legal or equitable remedies Coach may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use.

9. Diversity, Equity, and Inclusion; Client Conduct.

Coach is committed to social justice, including LGBTQ rights, women's rights, and civil rights, and provides services for individuals from a diverse array of races, ethnicities, national origins, sexual orientations, ages, religions, genders, educations, abilities, and other identities.

Coach does not tolerate or support discriminatory speech, hate speech, comments, or actions against others based on their sex, gender, age, ethnicity, race, socio-economic status, disability, or other labels, or any physical, mental, or emotional abuse.

Coach reserves the right to terminate this Agreement and any Services, without refund, if Client, or Client's employees, representatives, agents, founders, members, owners, managers, directors, or officers, engages in, encourages, demonstrates, or communicates statements, language, or actions that support race, gender, ethnicity, or disability inequality, discrimination, hate speech, or disrespect towards any individuals on Coach's team, or that are in under-represented or marginalized groups.

Client is strictly forbidden from harassing, fighting with, or being disrespectful to Coach's other clients or potential clients.

If, in the Coach's sole discretion, Client's conduct violates this paragraph in any way, Client agrees that Coach may immediately terminate this Agreement and the coaching relationship.

10. Limitation of Liability, Release

Client agrees that Coach will not be liable to Client or any third party for any damages (including, without limitation, lost data, lost profits, incidental or consequential damages), that arise from Coach's performance of the Services (including, without limitation, failure to perform in a timely manner). Client agrees that any personal injury to Client or third parties or any property damage incurred in the course of the performance of the Services shall be the sole responsibility of Client. Client agrees to indemnify Coach, and their owners, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Coach's performance of the Services, except to the extent such are caused by the sole fault or negligence of Coach.

11. Force Majeure

Coach shall not be deemed in breach of this Agreement if Coach is unable to complete or provide all of the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, epidemic, pandemic, death, illness, or incapacity of Coach and any company that Coach is affiliated with or any local, state, federal, national, or international law, governmental order or regulation or any other event beyond Coach's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Coach shall give notice to Client of their inability to perform or of delay in completing the Services and shall propose revisions to the

schedule for completion of the Services or other accommodations or may terminate this Agreement.

12. General Provisions

This Agreement will be governed by the laws of Maine. Client agrees to submit to the jurisdiction and venue of the state and federal courts in or nearest to Gorham, Maine and waives any defense of lack of personal jurisdiction or forum non conveniens. This Agreement may only be modified by agreement of both parties in writing. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision. The prevailing party in any dispute between the parties arising out of or related to this Agreement, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys' fees and costs from the other party.

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.

I have read the above agreement and fully understand and accept the conditions above.

Client Printed Name & Date

Client Signature

Shelley Dolley

Coach Printed Name & Date

Shelley Dolley

Coach Signature