

Wellness Well Made

Coaching Agreement and Informed Consent | Creativity Care Coaching Practice

Welcome! I am looking forward to working with you. Please read this information carefully. The purpose of this Agreement is to set forth the details about working together so that we both are clear as to what each of our respective roles are and how our communication will take place so that our time will be positive, productive, and comfortable.

We both legally agree to the following:

Wellness Well Made focuses on general wellness and well-being through the use of coaching techniques to achieve optimal health. Wellness Well Made, assists and provides generalized information, education and support for clients to assume more personal responsibility for their health by adopting a healthy mindset, lifestyle and habits. While people generally experience greater health and wellness as a result of embracing a healthier mindset, lifestyle, and habit change, Dana Flatow does not promise or guarantee protection from future illness.

Coaching is a 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 potential. It is designed to facilitate the creation/development of personal health and wellness goals and to develop and carry out a strategy/plan for achieving those goals. Coaching utilizes techniques such as strategic planning, values clarification, brainstorming, and motivational interviewing.

Dana Flatow is not a physician or a licensed mental health care professional, she is a National Board Certified Health and Wellness Coach. The scope of the Coach's consultation services does NOT include diagnosis or treatment of specific illnesses or disorders. As such, Wellness Well Made will not be held liable for failure to diagnose or treat an illness, nor will it be liable for failure to prevent future illness. It is understood that if you suspect you may have an ailment or illness that may require medical attention, then you will consult with a licensed physician without delay. Only a licensed physician can prescribe drugs and judge the appropriateness of medication.

SERVICES.

Program Description: Your 100 Days of Creativity Care coaching package (referred to here as “the Program”) includes:

- 6, 40-minute private Coaching Sessions, conducted over the phone or Zoom, on topics decided jointly with you, where we work together on your individual plan, over a recommended 2 to 4-month time frame.
- Mindset and Well-being Assessment to reflect on your current health and well-being status and serve as a mile-marker for our work together.
- Optional self-coaching practices that are 30 mins or less, on 8 common topics, to support you between sessions.

Program Extras: These services are available to you as part of the coaching process, if/when you indicate you'd like to receive them:

- Unlimited email support between sessions (for small inquiries or check-ins, anything in-depth would best be discussed in a coaching session).
- Tools, worksheets and resources to help you make the changes you are seeking.
- Accountability for the goals you set for yourself.
- Optional private coaching portal (www.practice.do) which includes access to voice and text messaging, as well as shared notes and links to shared resources.
- 4 months of free membership to Imperfect Open Studio (a weekly drop-in virtual studio that provides you structure and the opportunity to commit to your creative practice and nothing else for 50 minutes).

EXPECTATIONS.

You can expect that I will fulfill certain responsibilities during the Program. As the Coach, I agree to:

- Come prepared.
- Devote my full attention to you during our time together.
- Serve as your accountability partner and supporter.
- Stretch you outside of your comfort zone.
- Offer support, encouragement, feedback and guidance.

Likewise, I expect that you will fulfill the following responsibilities during the Program. As the Client, you agree to:

- Show up on time, fully prepared, and without distractions.
- Fully commit to the Program.
- Use your best efforts to complete all next steps you design.
- Be open and honest and ready to become more self-aware.
- Be open to new ideas, willing to stretch and grow, and willing to learn from past experiences.
- Understand that setbacks are normal on the path of change, and necessary in order to establish new

mindsets and behaviors.

- Ask any questions you may have as they arise.

Feedback: If, at any time, you feel that your needs are not being met, or you are not getting what you want out of the coaching process please tell me, so we can discuss your needs and adjust your coaching program. We will continue to work on the goals that you define unless you want to stop, which we will do whenever you ask.

SCHEDULING AND TIMING.

Contacting Me: I try to be attentive to my clients. Should you need to reach me between appointments, please contact me between 9:00am - 5:00pm (MST). I will do my best to respond to you within one business day. On weekends and holidays, I will do my best to reply to you by the next business day. Any emails, calls or texts to me related to your Program are for quick questions and you will receive brief responses. If you want to discuss something at length with me, I may request that we wait and discuss your question at our next appointment.

Scheduling: You'll schedule your calls/appointments through a link provided to you. Please come prepared to start and end your calls/appointments on time.

Rescheduling & Cancellation: Our time together is important. If you need to reschedule or cancel a session, you need to do so at least 24 hours in advance of your scheduled time by sending an email to dana@wellnesswellmade.com or use the cancellation and rescheduling link provided to you; otherwise, this will be considered a missed session.

Missed Appointment: There can be a rare occasion where you miss your session or you forget to let me know at least 24 hours in advance that you need to cancel or reschedule. You may have one (1) missed session during the Program, for which you may reschedule without additional charges. However, if you miss more than one session, you forfeit that session and its associated cost of \$100 USD.

Late Appointment: If you arrive late to a session, you will have until the end of your scheduled session. If you are more than 5 minutes late, I will try to contact you by phone or email. If you are more than 15 minutes late without notifying me via email, I will assume you are not coming and may not answer the phone and/or leave the virtual meeting space.

INVESTMENT AND PAYMENT.

Investment: You agree that you are financially willing and able to invest in this Program by choice and that by so doing, you are not incurring any economic hardship in any way. You agree and understand that you are committing to making all payments on time, even if you withdraw from the Program at any time.

- Your investment is \$650.00 USD.
- Upon enrollment, the Program can be paid for in one lump sum of \$650.00 USD, OR 1 payment of \$221.00 USD due at booking and 2 payments of \$214.50 USD billed monthly for 2 months.

Payment Authorization and Receipt: If paying by PayPal, Stripe, debit card, credit card or direct deposit, you give me permission to automatically charge your credit card or debit card as payment for your Program without any additional authorization, and you will receive an electronic receipt. If I choose to provide you with an invoice instead, you are required to manually pay it by the date due on the invoice or your Program will be put on hold until payment is made.

Missed Payment: If payment is not received by the date due or there is a problem with the payment transaction or method, you will be notified by email and then have a 3-day grace period to make the payment following the due date, otherwise your Program will be put on hold. If no payment is made within this grace period, the

Program will automatically terminate and you will no longer be granted access.

Refund Policy: It is my intention for you to be happy with your Program. Yet, because of the extensive time, effort, preparation and care that goes into creating and/or providing the Program, no refunds will be provided. Unless otherwise provided by law, you acknowledge that all sales are final and we do not offer refunds for any portion of your payment for any of the Program at any time. By signing below, you agree that you will not issue a chargeback for any payment made as you are fully aware of this Refund Policy and voluntarily consent to it. Should you attempt to issue a chargeback with your credit card company, this Agreement will automatically terminate upon such attempt, regardless of whether the attempt is successful or not, and you will still remain contractually responsible for payment in full for the Program.

CONFIDENTIALITY AND RELEASE OF INFORMATION.

Confidentiality: Confidentiality is important to me. I will do my best to keep all information exchanged between us during the Program private and confidential. I will not disclose any information that you share with me during the Program to anyone else unless: (1) they have a legitimate reason to know such information as a member of my team or staff, (2) you have given me written permission, (3) if I am required to do so by law, (4) in the good-faith belief that disclosure is necessary to conform to the law or to the legal process, (5) to protect or defend our rights or property, and/or to protect personal safety.

Privacy: It is impossible to fully protect the confidentiality of information that is transmitted electronically. This is particularly true of email and information stored on computers connected to the Internet and if you use a cordless or cell phone. By signing this agreement you indicate that you have reviewed the Privacy Policy for Wellness Well Made, found at <https://www.wellnesswellmade.com/legal-and-privacy>.

Release of Information: 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. The Coach engages in training and continuing education pursuing and/or maintaining NBHWC (National Board of Health and Wellness Coaches) and/or ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by the NBHWC and/or ICF.

By agreeing to this release of information, you consent to have only your name, contact information, number of hours and/or number of coaching sessions completed, and start and end dates of coaching shared with NBHWC and 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.

INTELLECTUAL PROPERTY RIGHTS.

Ownership of Program Content and Materials: I retain all ownership and intellectual property rights to the Program content and materials provided to you through the Program, including all copyrights and any trademarks belonging to me. The Program content and materials are being provided for your individual use only and with a single-user license which means that you are not allowed or authorized to share, copy, sell, post, distribute, reproduce, duplicate, trade, resell, exploit, or otherwise disseminate any portion of the Program or Program materials, electronically or otherwise, for business or commercial use, or in any other way that earns you money, without my prior written permission. No license to sell or distribute my Program content and materials is granted or implied. No permission to disclose my process as expressed through the Program content and materials is granted or implied.

PERSONAL RESPONSIBILITY, DISCLAIMER & RELEASE OF CLAIMS.

Personal Responsibility & Assumption of Risk: You acknowledge that you take full responsibility for yourself and all choices, actions and results made before, during and after your Program. You knowingly assume all of the risks of the Program related to your use, misuse, or non-use of the Program content or materials. You agree to

be mindful of your own well-being during the course of this Program, and you understand and agree that you are solely responsible for your results.

Disclaimer: I have used care in preparing the information provided to you, but this Program and my Program materials are being provided as self-help tools for your own use and for informational and educational purposes only. There are many factors that influence results, so no guarantees can be made as to the results you will experience through this Program. You agree that I am not responsible for your physical, mental, emotional and spiritual health, for your financial earnings or losses, or for any other result or outcome that you may experience through this Program. Nothing related to this Program is intended to be considered medical, mental health, legal, financial, or religious advice, nor is it intended to replace the expertise, care, judgment or guidance of your own medical or mental health practitioners, clergy members, accountants, attorneys or financial advisors. It does not, nor is it intended to, provide medical nutrition therapy, psychotherapy, psychological counseling, behavioral health, or a personalized assessment of macronutrients or micronutrients. This Program shares general information, not personalized recommendations. It is not preventing, treating, curing any medical or mental health disease, condition or ailment. For specific questions related to a medical or mental health situation, consult your own medical or mental health professional. For specific questions related to your financial, legal or tax situation, consult your own attorney, accountant, and/or financial advisor. For specific questions related to religion, spirituality, or faith, consult your own clergy member or spiritual healer. If you are currently under the care of a medical or mental health practitioner or currently uses prescription medications, do not make any dietary changes or start or stop taking any dietary supplements or medications because of anything you have read or received through this Program without first consulting with your doctor. Any recommendation of any product or supplement mentioned in or through this Program is offered for educational purposes, and you agree to check with your own medical professional before using any of these products or supplements on, in or near your body in any way. You understand that the statements, information, supplements or products provided in or through this Program have not been evaluated by the Food and Drug Administration ("FDA").

Limitation of Liability, Indemnification, and Release of Claims: While every effort has been made to present the most accurate research and information in this Program to date, you understand and agree the information in this Program is for informational and educational purposes only. Because research and information changes frequently, you agree that we are not liable for the accuracy, errors or omissions of statements contained in the Program. You agree that the information included in this Program is not, nor should be, a substitute for personalized health care, medical, mental health, financial, legal or religious advice of any kind. Recognizing that the information that you request or receive through this Program, including Program materials, products, and any other information you have received from or through this Program is purely informational and educational, you agree that you fully and completely hold harmless, indemnify and release me from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, that you ever had, now have or may claim to have against me in the future that may arise from your participation in the Program to the fullest extent permitted by applicable law. You agree to hold me free of all liability and responsibility for any actions or results with actual or perceived adverse effects that you claim were created as a direct or indirect result of specific information or recommendations that you have received through this Program.

Media Release: By participating in our Program, you consent to our use of comments, photographs, videos, and/or audio recordings containing your image, voice, text and/or likeness provided in any aspect of the Program, including through social media. You understand that these postings and/or recordings may or will be shared with potential clients or other clients who have purchased our Program.

OTHER IMPORTANT TERMS.

Termination: If either of us wants to terminate the Agreement at any time, we both agree to notify the other at least 7 days in advance by email. Even after termination by either of us, certain terms of this Agreement, including Investment and Payment (including Refund Policy), Confidentiality, Intellectual Property, Personal Responsibility/Disclaimer/Release of Claims, Governing Law, Dispute Resolution and Non-Disparagement, will

survive termination to apply now and in the future.

Notice: All correspondence or notice required regarding the Program shall be made to me by email at dana@wellnesswellmade.com and to you at the email address you provided during your enrollment in the Program. Should your email address, billing information, or contact information change at any time throughout the Program, it is your responsibility to provide your updated information to me within 3 days of any change.

Force Majeure: In the event that any cause beyond my reasonable control, including, without limitations, "acts of God"/nature, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisories, labor strikes or civil disturbances, unforeseen or foreseen human-initiated circumstances, health or travel restrictions, quarantines, lockdowns or precautions imposed by any government entity or agency, local, state or federal law or ordinance, or other instances, make it inadvisable, illegal, or impossible for me to perform my responsibilities or obligations under this Agreement, either because of unreasonable increased costs or the risk of injury, I will not be liable for a reasonable period of delay or for the inability to indefinitely fulfill my responsibilities and obligations.

Entire Agreement, Assignment, Survivability and Waiver: This Agreement contains our entire agreement. This Agreement supersedes or replaces any prior oral or written agreement signed by us pertaining to the subject matter of this Agreement. This Agreement may be modified or amended at any time provided the amendment is in writing and signed by both of us. You may not assign your rights or obligations under this Agreement to anyone else, and the obligations under this Agreement shall survive indefinitely unless otherwise stated in this Agreement. If any section of this Agreement is found to be unenforceable, the rest of the document shall be held in full force and effect. If I choose to waive or not enforce one or more terms of this Agreement, it does not in any way limit my right to later enforce every part of this Agreement.

Governing Law: This Agreement shall be construed according to the laws of the County of Gallatin in the State of Montana.

Dispute Resolution: Should we ever have a conflict, it is hoped that we could work it out amicably. However, if we are unable to seek resolution through good-faith negotiation within 30 days, we agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, jointly selected by both of us, unless we both agree otherwise in writing or otherwise provided by law. You understand and agree now that the only monetary damages that can be awarded to you through arbitration is the full refund of your Payment made to date. No other financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment into any court having the appropriate jurisdiction. You also agree that should arbitration take place, it will be held in Gallatin County in the State of Montana where my principal place of business is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

Mutual Non-Disparagement: Should you have any questions or concerns about the Program or me, you agree now to contact me directly in a mature and professional way rather than to publicly make any negative or critical comments about the Program, my business or me through social media or otherwise. We both agree now not to communicate with any other individual, company or entity in a way that is harmful or disparaging to the other, whether actual or perceptual, or to do or say anything that is injurious to each other's reputation, including about the Program, me, my business, my employees, contractors or agents, other participants. In arbitration or when required by law, of course, we are not prohibited from publicly sharing our thoughts and opinions.

Client Signature

If you have ANY questions or would like additional information, please ask me. I hope that we can work, in our time together, to reach the goals that you set forth to achieve. I look forward to getting to know you better.

Your signature indicates that you have had the opportunity to ask me any questions prior to agreeing to these terms and that by accepting this Agreement, we both acknowledge that we have read, understand, agree to and accept all of the terms in this Agreement.

X

Print name:

Date: