



SMB ELITE
MARKETING COACH
AGREEMENT

As part of this “Agreement”, **SMB Holdings, LLC** is acting and referred to as the “**Coach**”, performing Services for the “Client”. The Client’s information is listed under the Client Information section of the checkout page. Changes to the terms of this Agreement must be approved, in writing, by the CEO of SMB Holdings, LLC, William Hauser II, and by an authorized representative of the Client.

Authorized representatives of the Client must be indicated and approved of by the Client in writing, and will also be referred to as the Client in this Agreement. Additional services may be performed under this agreement by written change order, produced by the Contractor and agreed to by the Client, in writing. The Client and the Contractor (individually “Party” and collectively the “Parties” to this Agreement) will not be bound to any oral statements made unless approved by both Parties and put in writing. The Services being performed under this specific Agreement will be referred to as the “Services”.

The Parties agree as follows:

1. Coaching Fees. In exchange for coaching services, the Client agrees to pay Coach the following fees and according to the following schedule: \$1,497 per month paid in USD for a minimum of six months.

2. Coach-Client Relationship – Duties & Responsibilities. A business coaching relationship is a partnership between two or more individuals or entities. This relationship is not a legal partnership, instead, it is more like a teacher-student or coach-athlete relationship. Each party must uphold their obligations for the coaching relationship to be successful.

Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation (ICF), an internationally recognized standard for coaching.

Client agrees to communicate honestly, be open to feedback and suggestions, and to fully engage and devote himself/herself to the coaching process.

Client acknowledges and agrees that coaching is a comprehensive process that may explore different areas of his/her life, including work, finances, health and relationships, but it is ultimately the Client’s decision how he/she incorporates coaching into each aspect of life.

Client is solely responsible for implementing the techniques discovered through coaching.

3. Confidentiality. This coaching relationship, as well as all information (physical 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. The Coach agrees not to disclose any information pertaining to the Client without the Client’s written consent. **BE ADVISED:** the Coach-Client relationship is not a relationship protected by legal confidentiality (like doctor-patient or attorney-client). As such, the Coach could be required to divulge otherwise confidential information to authorities.

5. Termination of Agreement. This is a six-month minimum contract with an option to opt-out after three months. Either party may terminate this Agreement at any time upon thirty days’ prior written notice to the other party at 111 Presidential Blvd #244, Bala Cynwyd, PA 19004, or via formal written

email to support@smbteam.com. There are no refunds for the services provided.

6. Limited Liability. 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. Client agrees that the Coach is not liable or responsible for any actions or inactions, or for any direct or indirect result of any services provided by the Coach.

7. 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.

8. Dispute Resolution and Legal Fees. In the event of a dispute arising out of this Agreement that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

9. Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

10. 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 enforceable, 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.

11. 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.

12. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the state where both Parties reside, without giving effect to any conflicts of laws provisions. If the Parties reside in different states, this Agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania, without giving effect to any conflicts of laws provisions.

The Parties agree to the terms and conditions set forth above as demonstrated by the acceptance of these terms and conditions and opting in through the payment gateway.