

ENROLLMENT AGREEMENT FOR HIGH PERFORMANCE COACHING

This Coaching Services Agreement (“Agreement”) is made as of the first date signed below (the “Effective Date”) by and between _____, (Client) and Bob Miller, Certified High Performance Coach & BillionaireCoach (“Coach”), with its principal place of business located at 2716 Nicasio Court, San Jose, CA 95127 and sets forth the terms and conditions under which Coach will perform certain coaching, consulting, and advising services for Client.

In consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Client Information:

Client Name: _____ Date: _____
Mailing Address: _____ Postal Code: _____
Telephone () - / Cell () -
Email: _____@_____ .com

2. Client Coaching Services Agreement

Goal: *To reach heightened levels of clarity, energy, courage, productivity, and influence as I pursue my goals and full potential.*

By enrolling in the **Certified High Performance Coaching program**, Client agrees to the following:

- ▶ I am committed to improving my life and will participate fully in each of my 12 sessions.
- ▶ I am registering for 12 private, one-on-one sessions with my coach. I can also choose more sessions at the same rate now or later.
- ▶ I will call my coach at the scheduled time and do my best to be on-time every time. I understand that if I miss a session and don't provide 48 hours notice, then I will still be billed for the session and it will count towards my 12 sessions.
- ▶ I understand that the Certified High Performance Coaching program is about improving my present life and reaching new levels of performance and potential. I understand this level of personal development coaching is not therapy, not about rehashing my past over and over, and not about professional legal, medical, psychological, or financial advice. I understand the coaching is focused on what I can do now and in the future to experience more energy, success, and fulfillment in life.
- ▶ I understand and agree that my results in life are up to me and that by law my coach cannot guarantee my results in life or business, only my satisfaction, so my coach cannot be held liable under any circumstances for my results or actions.
- ▶ I understand I will receive my choice of an iPad or laptop, *How I Became a Millionaire (and You Can Too!)*, *The New You & The Holy Spirit*, *High Performance Planner*, *Life for Today Study Bible & Commentary Gospels Edition*, with all homework and related coaching information from my coach to help me advance even more quickly.

Source: This coaching agreement is based on proprietary concepts from High Performance Institute's Certified High Performance Coach Program..

3. Payment

Client agrees to pay Coach according to accordance with one the following options as selected by the Client and indicates this by placing initials next to the selected option.

- _____ One lump sum payment \$250,000 for 12 months of service
- _____ One lump sum payment \$200,000 for 9 months of service
- _____ One lump sum payment \$150,000 for 6 months of service
- _____ One lump sum payment \$100,000 for 3 months of service

- _____ Three monthly payments of \$90,000 for 12 months of service
- _____ Three monthly payments of \$75,000 for 9 months of service
- _____ Three monthly payments of \$55,000 for 6 months of service
- _____ Three monthly payments of \$40,000 for 3 months of service

NOTE: 10% of all payments will be donated to the Homeless Veterans of America

Payment may be made via online credit card payment or electronic wire transfer at the Client's discretion.

Refund Policy: NO REFUNDS after the first session.

4. Non-Disclosure Agreement

For the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").

4.1 Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Client is engaged. If Confidential Information is in written form, the Client shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Client shall promptly provide writing indicating that such oral communication constituted Confidential Information.

4.2 Exclusions from Confidential Information. Coach's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Coach; (b) discovered or created by the Coach before disclosure by Client; (c) learned by the Coach through legitimate means other than from the Client or Client's representatives; or (d) is disclosed by Coach with Client's prior written approval.

4.3 Obligations of the Coach. The Coach shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Client. The Coach shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. The Coach shall not, without the prior written approval of Client, use for Coach's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Client, any Confidential Information. The Coach shall return to Client any and all records, notes, and other written, printed, or tangible materials in its possession

pertaining to Confidential Information immediately if the Client requests it in writing.

4.4 Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Coach's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Client sends Coach written notice releasing Coach from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. Notice of Immunity. Parties are provided notice that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by a party for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

CLIENT

Signature :

Typed or Printed Name: _____ Date: _____

COACH

Signature:

Typed or Printed Name: _____ Date: _____