

PRACTITIONER MARKETING - MY FIRST PAYING CLIENT AGREEMENT

This agreement (hereinafter referred to as the “Agreement”) records the terms and conditions on which you (hereinafter referred to as the “Client”) have retained More Than Enough Ltd, a company operating under the business name of Marisa Peer (hereinafter referred to as “MP”) to provide the Client with access to a program titled “My First Paying Client” (the Client and MTE are hereinafter referred to collectively as the “Parties”). The terms and conditions of this Agreement may be amended by MP at any time. MP will notify the Client of such amendments and the Client’s continued use of the services under the Agreement will constitute acceptance thereof..

1. Term

- a. The term of this Agreement shall commence on the date of purchase, and continue for a period of 1 (one) year, unless terminated earlier in accordance with the terms and conditions of this Agreement. The term of this Agreement is renewable on an annual basis upon payment of the prescribed fees.

2. Services

- a. The following shall outline the non-exclusive services to be provided by MP to the Client during the term of this Agreement:

Overview of My First Paying Client services: My First Paying Client is an online coaching course and program (hereinafter referred to as the “Program”). The Program is intended for use by mindset practitioners who wish to find success in obtaining their first paying client. The Program is delivered through a mix of pre-recorded videos and live group Q&A calls.

During the term of this Agreement, the Client is entitled access to the following features of the Program:

- online learning platform;
- 7-module learning programme within a private online learning system;
- monthly Q&A calls with a member of the Practitioner Marketing Team;
- course workbook;
- community inside access via MP’s own app for communication with the Practitioner Marketing Team and other Program participants;
- audio hypnosis downloads to help with mindset barriers to building a successful practice; and
- monthly masterclass events to learn and be inspired by experts across various fields.

The Client is also entitled access to the following additional features of the Program if he or she has paid for VIP membership:

- weekly coaching call for 12 weeks with a member of the Practitioner Marketing Team and a small group of other Program participants;
- closed VIP group for ongoing support and feedback.

3. Client Participation

- a. MP is committed to providing a positive experience to all participants of the Program. Thus, MP may at its sole discretion terminate this Agreement, or limit or suspend the Client’s participation in, all or part of, the Program, whether live, recorded, telephone, social-media, or digitally based, without refund or forgiveness of remaining payments in the following events:

- the Client becomes disruptive or difficult to work with;
 - the Client fails to follow the Program’s guidelines or policies;
 - the Client impairs the participation of MP or the Program’s participants;
 - the Client is in material breach of any of the terms and conditions of this Agreement; or
 - the Client fails to make payment of any amount due and payable to MP.
- b. The Client understands and agrees that any information disclosed by participants of the Program during any Program session, may be personal, confidential, or proprietary in nature, and that it belongs to such participant. The Client has no right to use or disclose any such information disclosed by a fellow Program participant.
 - c. The Client’s use of the Program materials shall be on a licensed basis, during the term of this Agreement, and shall be for personal use only. The Client shall not share, duplicate, sell, or otherwise redistribute such materials, or the content contained therein, without the prior written authorisation of MP.
 - d. MP offers a 14-day money back guarantee for the services rendered under this Agreement. If the Client, for any reason, is unsatisfied with the Program, he or she may request a full refund of the purchase price within 14 days of the date of purchase by contacting support@practitionermarketing.com. Upon receipt of such a request, the Client’s access to the features of the Program shall cease and any Program materials provided to the Client shall be returned to MP.

4. Limitation on Guidance Given to the Client

- a. The Client understands and agrees that the Program’s coaches are not licensed or trained as doctors, therapists, psychologists or other similar professionals. The guidance, advice or insight provided under this Agreement shall not be considered a substitute for proper medical or psychiatric treatment/therapy of known or unknown conditions. The information provided by the Program’s coaches is intended for a general audience, and is not personally directed at the Client.
- b. The Client acknowledges that MP has not offered, attempted, or promised to provide the Client with any services that require a professional license, and that MP is not permitted, authorized, or expected to do so.
- c. Coaching is never intended to be a substitute for professional medical advice, diagnosis, or treatment. The Client is encouraged to seek the advice of their physician or any other qualified healthcare provider with any questions the Client may have regarding a medical or psychological condition. The Client should never disregard professional medical advice or delay in seeking it because of something that Client has read, heard or experienced during the Program.

5. Reasonable Services

- a. MP is required to render reasonable services covered by this Agreement. If, for any reason, MP is unable to render the services as stated herein, MP will immediately notify the Client and may, at its sole discretion, terminate this Agreement. In the event of termination pursuant to the provisions of this clause, MP shall reimburse the Client his or her pro rata share of the consideration received for the remaining days left on the term of this Agreement.
- b. Nothing in this Agreement shall be construed to require MP, its employees, representatives, coaches and agents (1) to travel or to meet with the Client at any particular place, unless MP agrees to do so at its sole discretion, or (2) to pay for or reimburse the Client for any costs and/or expenses incurred in connection with services rendered under this Agreement, including but not limited to, costs incurred by the Client to attend events, whether or not hosted by MP, to which the Client is invited.

6. Fees

- a. The prices of the Program are as set out on MP's website and are inclusive of VAT at the current rate. Any price paid for the Program is non-refundable unless otherwise stated in this Agreement. In the event that the Client terminates this Agreement prior to the end of the term, the Client shall be responsible to make any and all remaining payments due under this Agreement.

7. Payment Methods

- a. Payment of the fees in terms of this Agreement shall be made in USD. In the event that the Client makes payment in GBP or any other currency, the Client shall be responsible for covering all costs associated with the currency conversion rate and any related bank fees or other fees issued by the Client's credit card operator.
- b. In the event that the Client makes payment using a credit card or payment method belonging to a third party (including, without limitation, a spouse, partner or business associate), the Client represents that the Client is acting with the express authorization of such third party, and hereby agrees to indemnify and hold MP harmless from any and all claims arising from breach of this representation.

8. Assignment

- a. Neither party has the right to assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, provided that MP may assign or transfer any of its rights or obligations under this Agreement to any affiliated corporation or entity without the consent of the Client.

9. No Encumbrances

- a. The Parties warrant that they are free to enter into, and to perform under, this Agreement and to grant the rights, options, powers and privileges granted herein, and to perform every service under this Agreement, and neither party is a party to any presently existing contract, nor has or will have any obligation, that would interfere with the full performance of the terms and conditions of this Agreement.

10. Notices

- a. All notices required under this Agreement shall be in writing and delivered by registered post or electronic mail (e-mail) to the other party's address set out below:
 - i. MP: support@practitionermarketing.com
 - ii. The Client: as provided by the Client.

11. Intellectual Property Rights

- a. MP is the owner of all intellectual property rights, including trademarks, copyright and designs, relating to the services rendered under this Agreement, the Program material and MP's website.
- b. The Client shall not use the services under this Agreement, including the Program material and the content of MP's website, for any purpose other than personal use without the prior written authorisation of MP.

12. Disclaimer of Guarantee

- a. Nothing in this Agreement and nothing in MP's statements to the Client shall be construed as a promise or guarantee about the outcome or results arising from the services provided to the Client under this Agreement. MP makes no such promises or guarantees. MP's comments about the

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outcome or results of the services provided, such as potential increased wealth, happiness, or success, are expressions of opinion only. The Client's results are dependent upon a number of factors, and may vary substantially from those expressed by MP, its employees, representatives, coaches or any of the Program's participants.

- b. The Client acknowledges that the services offered by MP are for educational and informational purposes only. The content of any website of MP, or any of MP's content or curriculum, does not constitute a promise or guarantee of results or future earnings, and MP does not offer any legal, medical, tax or other professional advice. Any financial figures referenced on any website of MP are illustrative of concepts only and should not be considered average earnings, exact earnings, or promises for actual or future performance. Although MP is able to teach the Client everything it knows, MP is unable to implement this for the Client. As it is in life, how far a Client goes is up to the Client and his or her ability to implement what he or she has learnt. As stipulated by law, it is MP's good intentions for the Client that he or she is aware of this. MP will endeavour to provide the Client with the most cutting-edge training on the market and it's ultimately up to Client to make it happen.
- c. Any decision of the Client that is based on information provided by MP, should be done in the knowledge that the Client may be exposed to the usual risks and losses associated with an entrepreneurial endeavour. Therefore, the Client is encouraged to exercise caution and always consult his or her accountant, lawyer or professional advisor before acting on any information provided by MP. The Client alone is responsible and accountable for his or her decisions, actions and results in life, and the Client agrees not to attempt to hold MP liable for his or her decisions, actions or results in life, at any time and under any circumstances. The Client's use of any information provided by MP, in any fashion, is at the Client's own risk.

13. Exclusion of Liability

- a. Whilst MP endeavours at all times to comply with its legal and contractual obligations, MP shall not be liable for any indirect, economic or consequential losses suffered by the Client as a result of any delay, mistake, error, omission, unavailability, failed access, misrepresentation, breach of contract, breach of duty or any other act or omission arising from, or in connection with, the Client's use of the services under this Agreement (unless fraudulent) however caused. Nothing in this clause shall limit the rights of the Client to seek to recover damages for personal injury or death resulting from the negligence of MP.
- b. In the event that the Client is dissatisfied with the Program, the Client's exclusive remedy is to discontinue his or her participation in the Program.

14. Indemnity

- a. The Client agrees to indemnify and hold MP harmless against any claim or demand made by a third party arising from, or in connection with, the Client's use of the services under this Agreement, the Client's breach of the terms and conditions of this Agreement, or the Client's violation of the rights of a third party.

15. Disputes

- a. In the event that any dispute arises in connection with the terms and conditions of this Agreement, the dispute may be referred, at the absolute discretion of MP, to an arbitrator chosen by the President of the Chartered Institute of Arbitrators ('CI Arb') under the rules of the CI Arb. If a dispute is referred to an arbitrator pursuant to the provisions of this clause, the rules of the CI Arb shall apply.

16. Force Majeure

- a. MP shall not be liable for any delay, omission, failure, or inadequate performance in relation to the services rendered under this Agreement which is the result of circumstances beyond our reasonable control. In such an event, MP will notify the Client as soon as is reasonably possible.
- b. *Force majeure* includes, without limitation, civil commotion, war and terrorist action, state action, industrial action whether lawful or otherwise, unavoidable accidents, fire, flood, earthquake, subsidence, epidemic and any other natural or physical disaster of a similar nature.

17. General Provisions

- a. This Agreement constitutes the only agreement between the Parties and there are no other collateral agreements (oral or written) between the Parties in any manner relating to the subject matter of this Agreement.
- b. Unless otherwise stated in this Agreement, any modification, amendment, waiver, termination or discharge of this Agreement or any of its provisions shall not be binding on either party unless confirmed in writing and signed by the Parties.
- c. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, then that provision will be regarded and construed as severable from the remaining provisions so as not to affect the validity and enforceability of the remainder.
- d. Any failure, neglect, or delay in enforcing any of the terms or conditions of this Agreement by either party shall not be construed as a waiver of that party's rights.
- e. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the Parties and neither party is for any purpose an agent of the other party.
- f. The Parties agree that it is not intended that any rights should be conferred upon or enforceable by any third party as defined in the Contracts (Rights of Third Parties) Act 1999.
- g. Any personal information provided by the Client will be processed in accordance with MP's [privacy policy](#).
- h. This Agreement shall be governed in all respects by the laws of England and Wales and any disputes arising under this Agreement is subject to the exclusive jurisdiction of the courts of England and Wales.
- i. The Client agrees that in accepting the terms and conditions of this Agreement, he or she has not relied upon any warranty or representation made by, or on behalf of, MP, save where expressly stated in this Agreement. Nothing in this clause shall be construed as limiting or excluding either party's liability for fraud or deceit in inducing the acceptance of the terms and conditions of this Agreement.