

Dr Marni Online, Inc.
Service Agreement, Terms & Conditions

This agreement is between Dr. Marni Online, Inc. ("Service Provider") and _____ ("Client") whereby Service Provider agrees to provide business or personal consulting, coaching, mentoring or educational services for client focusing on the following: personal and interpersonal growth and goal achievement and/or business development and/or business-related goal achievement.

Descriptions:

Consulting involves the business of giving expert advice and imparting knowledge to other professionals, typically in business matters. This advice may be given on personal matters as well. If it is determined that other services are more appropriate (e.g., psychotherapy, coaching), referrals will be provided.

Coaching is 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 and professional potential. If it is determined that other services are more appropriate (e.g., psychotherapy), referrals will be provided.

Mentoring involves imparting knowledge, wisdom and advice, support and feedback on business or personal matters. If it is determined that other services are more appropriate (e.g., psychotherapy, coaching), referrals will be provided.

Educating involves the provision of knowledge. This may be verbal, through recommended readings, webinars, e-courses, the internet, books, and so on.

Responsibilities:

Service Provider agrees to maintain the following ethics and standards of behavior:

1. Serve clients with integrity, honesty, competence, independence, objectivity, and professionalism, helping them to achieve their personal and professional goals.
2. Only accept assignments that I have the necessary experience and competence to perform effectively.
3. Charge fees that are reasonable and commensurate with the services to be delivered.
4. Establish a mutual understanding with clients about the objectives, scope of work, and work plan as well as realistic expectations about the results of the services to be rendered before accepting any assignment. If changes in the scope of work arise during the course of the assignment, negotiate adjustments in good faith.

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5. Treat all client information that is not public knowledge with confidentiality, take reasonable steps to prevent its access by unauthorized parties, and refrain from taking advantage of proprietary or privileged information without the client's permission.
6. Avoid conflicts of interest or the appearance thereof and immediately disclose to the clients any circumstances that may influence the consultant's judgment or objectivity.
7. Offer to withdraw from a consulting assignment when it appears that objectivity or integrity may be impaired.
8. Refrain from inviting an employee of an active or inactive client to consider alternative options without prior discussion with the client.

Client agrees to be responsible for:

1. Creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results. As such, the Client agrees that the Service Provider is not and will not be liable for any actions or inaction, or for any direct or indirect result of any services provided by the Service Provider.
2. Client understands consulting and coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease. Client understands that consulting and coaching is not to be used as a substitute for professional advice by legal, mental, medical or other qualified professionals and will seek independent professional guidance for such matters.
3. If Client is currently under the care of a mental health professional, Client must inform the mental health care provider.
4. Client agrees to communicate honestly, be open to feedback and assistance and create the time and energy to participate fully in the services offered.

Service Platform:

The parties agree to engage in a consulting or coaching session either in-person, via an online platform and/or by telephone. The video conferencing platform used is Zoom.com. Client may set up an account free of charge.

Availability:

Service provider will NOT be available to Client by e-mail or text in between scheduled meetings or in any non-pre-scheduled circumstances. Service provider may also be available for additional time, per client's request on a prorated basis of the full meeting rate (for example, reviewing documents, reading or writing reports, engaging in other client related services outside of meeting times). Note that Service Provider is in the Eastern Timezone (U.S.) unless otherwise specified.

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Schedule:

The Service Provider's schedule will be made available via a third-party scheduling app.

Fees:

All fees must be paid at the time of or prior to receiving any services from Service Provider via an online payment platform (Authorize.net).

The initial meeting is considered an "initial consultation" and the fee is \$300.00 per 45-minute meeting. Any additional time will be prorated in 15-minute increments based on the \$300.00 per hour fee.

If after the initial consultation, it is determined that additional services are recommended or requested, and Client is appropriate for such services, consulting/coach "packages" may be offered at the following rates: 3 45-minute meetings billed at (\$825), or, 6 45-minute meetings billed at (\$1,500). Any additional time will be prorated in

Any changes to this fee structure will be agreed upon in writing by Service Provider and Client in writing prior to the start of any services. Services may be offered in a "group" format for fees ranging from \$50 - \$100 per 60 – 90-minute session depending on the number of participants.

Cancellation Policy:

Client agrees that it is the Client's responsibility to notify the Service Provider 48 hours in advance of the scheduled calls/meetings of the need to reschedule. Service Provider reserves the right to bill Client up to the full meeting rate (\$300.00) for a missed meeting. Service Provider will attempt in good faith to reschedule the missed meeting. A full refund will be provided for any initial consultations or meetings with at least 48 hours-notice of cancellation. There are no refunds for pre-purchased consulting/coaching "packages."

Termination:

Either the Client or the Service Provider may terminate this agreement in writing at any time for any reason with 48 hours' notice.

Procedure:

The time of the coaching meetings and/or tele-conferencing platform used will be mutually determined by Client and Service Provider based on a mutually agreed upon time. The Service Provider will initiate all scheduled calls and will contact the Client. If

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the Service Provider will be at any other number or on a different video conferencing platform for a scheduled call, Client will be notified prior to the scheduled appointment time.

Confidentiality:

This relationship, as well as all information (documented or verbal) that the Client shares with the Service Provider as part of this relationship, is bound to confidentiality but is not considered a legally confidential relationship (like in Medicine, Law, or Psychotherapy). The Service Provider agrees not to disclose any information pertaining to the Client without the Client's written consent. The Service Provider will not disclose the Client's name as a reference without the Client's consent. Confidential information does not include information that: (a) was in the Service Provider's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Service Provider from a third party, without breach of any obligation to the Client; (d) is independently developed by the Service Provider without use of or reference to the Client's confidential information; or (e) topics may be anonymously and hypothetically shared with other professionals for training, supervision, mentoring, evaluation, for further coach related professional development and/or consultation purposes.

Intellectual Property:

All material relating to the services provided are subject to copyright and other intellectual property rights. All materials may not be recorded, used or reproduced without the written permission of the Service Provider.

Limited Liability:

Except as expressly provided in this agreement, the Service Provider makes no guarantees or warranties, express or implied. In no event will the Service Provider be liable to the Client for consequential or special damages. Notwithstanding any damages that the Client may incur, the Service Provider's entire liability under this agreement, and the Client's exclusive remedy, will be limited to the amount paid by the Client to the Service Provider under this agreement for all services rendered up until the termination date.

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.

If a dispute arises out of this agreement that cannot be resolved by mutual consent, the Client and Service Provider agree to attempt to mediate in good faith for up to 30

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days after notice given. If the dispute is not resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

Service Provider Information:

Dr. Marni Online, Inc.
President: Marni Feuerman
PO BOX 880047
BOCA RATON, FL 33488-0047
Website: DrMarniOnline.com
Email: marni@drmarnionline.com
Phone: 561-544-8011

Client Information:

Full Legal Name (printed) _____

D.O.B _____

Address _____

City _____ State _____ Zip Code _____

Country _____

Email _____

Phone (best contact number) _____

Client Signature _____

Date _____