# Glen International LLC Business Coaching Programs Terms and Conditions

This is an offer to enter into a contract with Glen International LLC (the "Company") for your participation in a Business Coaching Services Program (the "Program"). You agree that you are entering into a legally binding contract with the Company. You agree that your participation in the Program will be governed by the following terms and conditions:

# Confidentiality

In the course of your participation in the Program, confidential and proprietary information, content, ideas, plans, methods and trade secrets will be revealed by the Company. You agree that you will not disclose such information to any person or entity in any manner or form outside of discussions or communications with the Company within its Program and will not use any confidential or proprietary materials acquired by you through the Program for any purpose whatsoever outside of the Program, whether commercial, educational, or otherwise. You acknowledge that all confidential material and information revealed to you is and remains the sole intellectual property of the Company.

## **Financial Responsibility**

The Company has made every effort to accurately represent the Program and its potential. Every individual's success depends on many factors, including his or her background, dedication, desire, motivation, and the nature of the business in which he or she is engaged; and you are solely responsible for your degree of success or lack thereof. You represent to the Company that all payments of your fees for the Program to the Company will not place any significant financial burden on you or your family and that any decisions or actions you take in response to any advice or information acquired in the Program, and their consequences, are your sole responsibility.

## **Payments**

You acknowledge that you have entered into the Program and your entire total fees must be paid and no refunds will be issued, even if you choose, at some future point, to no longer participate in the Program. If your payment is not made in a timely fashion for any reason, the Company may suspend your participation in the Program until your account is brought current. You acknowledge that you are making a commitment to pay the full amount to Company in exchange for the privilege of participating in the Program.

#### **Disclaimers**

- Business Coaching is not therapy, counseling, mental health care, or treatment for substance
  abuse. Instructors and coaches of the Company are not licensed health professionals and Business
  Coaching is not intended as a replacement for counseling, psychiatric interventions, treatment for
  any physical or mental illness, recovery from past abuse, or any other professional medical advice
  services.
- Every effort has been made to accurately represent our business coaching programs and their potential. Any claims made of testimonials and examples used are exceptional results, don't apply to the average purchaser and are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's results and degree of success or lack thereof is their own responsibility and depends on his or her background, dedication, desire, motivation and their own personal decisions; and the Company is not responsible for any of your actions or decisions and does not guarantee any success or income level. As with any business endeavour, there is an inherent risk of loss of capital and there is no guarantee that you will earn any money.
- Instructors and coaches of the Company are not qualified to provide legal, financial planning, accounting, or tax advice and any information provided is not intended as such. You agree that you will refer all legal, tax, accounting, and financial planning questions which may arise to other appropriate qualified professionals.

#### **Termination**

The Company endeavours to provide Program participants with a positive experience. You agree that the Company, at its sole discretion, may suspend, limit, or terminate your right to participate in the Program without refund of payment if you become disruptive or difficult to work with, fail to follow Program guidelines as provided by the Company, or if your behaviour impairs the ability of instructors and coaches or fellow participants.

## **Governing Law**

This agreement shall be construed in accordance with and governed by the laws of the State of Texas and any action brought under this contract will be filed in the County of Galveston. By entering into this contract, both parties agree to submit to the jurisdiction of the State of Texas with regard to any action which arises out of this contract.

# **Program Service Delivery**

The Program services provided to you by the Company business coach or instructor will be through telephone, Skype, or in the Company's offices. For telephone and Skype sessions you will call the Business Coach at the scheduled day/time. You agree that you will follow the guidelines and methods provided to you by the Company for the Program.

## **Limitation of Liability**

You are responsible for your own decisions, actions, and results. You agree to hold the Company free from all liability for any action, advice, consultation and results, or adverse situations resulting directly or indirectly from any communications and actions of any kind between you and the Company. You also agree to indemnify, defend, and hold harmless the Company and its agents, officers, and employees from and against any and all liability of any kind, including but not limited to direct, indirect, incidental, special, punitive, consequential, or exemplary damages or expense, including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, financial or business losses, past or future lost earnings, damage to reputation, or property damage arising from the Company's performance or failure to perform any obligations hereunder.

This contract constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes any and all other agreements or understandings whether written, oral or perceived.

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