

Business Coaching Agreement

BETWEEN: **JBK Creative Solutions** (the “Coach”),

A company existing under the laws of the province of British Columbia with its head office located at: *3391 Merlot Way, West Kelowna, BC V4T 2X4*

AND: _____ (the “Company”)

A company existing under the laws of the province of Alberta with its head office located at: _____

The Company has contracted the Coach as an independent consultant to provide ongoing Business Coaching for a term of twelve (12) months. At the end of the initial term, services will continue on a month-to-month basis unless the Company provides 30 days written notice of cancellation. The objective of the coaching is to provide tailored, ongoing coaching based on the Company’s documented business objectives.

The Company’s minimum responsibilities:

- Full disclosure of the current situation. Share short and long term goals for the business/owner
- Provide access to documentation, financial information and other information as required
- Be available for regular communication with the Coach based on mutually agreeable time frames
- Make a good faith effort to implement mutually agreed to initiatives in a timely manner

The Coach’s minimum responsibilities:

- Utilize a tailored approach where Company determines desired outcomes
- Use a quantitative approach where ROI and other desired outcomes are measured and reported on
- Provide convenient, flexible service to the Company (Web Chat/Telephone/E-mail/In Person etc.)

Non-Disclosure/Confidentiality:

A Non Disclosure Agreement is attached (Addendum “A”) to ensure confidentiality is maintained

Coaching Fees:

\$2,000 per Month plus GST.

The monthly fee will be invoiced via PayPal online invoicing via email (all major credit cards accepted) with the first invoice submitted upon acceptance of the Agreement and prior to work commencing. **All invoices are payable upon receipt.**

Service Guarantee

JBK Creative Solutions guarantees the highest level of service and professionalism. If the Company is not completely satisfied with the services provided by the Coach, the Company will communicate any material concerns with the Coach in writing. If the concerns are not rectified to the Company's satisfaction in a reasonable period of time, this agreement may be terminated with 30 days written notice provided that all payments are up to date.

If, at the conclusion of one year, the Company has not received a minimum 100% return on the investment in monthly coaching fees, and the Company has made a good faith effort to implement mutually agreed upon improvements, the Coach will refund the shortfall to ensure there is no net cost to the client. It is understood that some improvements will be subjective and not easily measured. Proprietary tools shared with the Company will be assessed a market value and will be mutually agreed to. The Company will be reasonable in determining ROI and take all improvements into account before a refund is requested.

Business Owner

Date

Dennis Tubbs – President – JBK Creative Solutions

Date

Non-Disclosure Agreement

Addendum "A" – Business Coaching Agreement

This Non-Disclosure Agreement ("Agreement") is made and effective on

BETWEEN: **JBK Creative Solutions** (the "Consultant"), an individual with a main address located at:

3391, Merlot Way, West Kelowna, BC V4T 2X4

AND: _____ (the "Company")

A company organized and existing under the laws of the province of British Columbia with its head office located at: _____

WHEREAS, Consultant has been or will be engaged in the performance of Business Coaching; and in connection therewith will be given access to certain confidential and proprietary information; and

WHEREAS, Consultant and Company wish to evidence by this agreement the manner in which said confidential and proprietary material will be treated.

NOW, THEREFORE, it is agreed as follows:

1. PROPRIETARY INFORMATION

Consultant acknowledges that all documentation relating thereto ("Proprietary Information") are confidential and proprietary to the Company; and Consultant agrees to use reasonable care (the same being not less than that employed to protect Consultant's own proprietary information) to safeguard the Proprietary Information and to prevent the unauthorized use or disclosure thereof

2. NON-DISCLOSURE

Consultant shall not disclose or give access to Proprietary Information under any circumstance except where approval has been granted in writing from an Officer of the Company

3. COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original

4. TERMINATION

Consultant shall, upon completion of the tasks assigned to Consultant, upon termination of Consultant's engagement with respect to Business Coaching, or upon demand, whichever is earliest, return any and all Proprietary Information (including any copies or reproductions thereof in its possession or control)

5. UNAUTHORIZED USE

Consultant shall promptly advise Company in writing if it learns of any unauthorized use or disclosure of Proprietary Information by any Consultant Personnel

6. INDEMNIFICATION

Consultant shall at its own expense, defend, indemnify and hold harmless Company, employees and agents from any claim, demand, cause of action, debt or liability (including attorney's fees) to the extent it is based on a claim that Consultant Personnel, in the course of their engagement, infringed or violated the patent, copyright, license or other proprietary right of a third party

7. INJUNCTIVE RELIEF

Consultant agrees that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure

8. COMPLIANCE WITH LAW

The Consultant agrees to abide by all federal, provincial and local laws, ordinances and regulations of British Columbia.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year first written above.

Business Owner

Date

Dennis Tubbs – President – JBK Creative Solutions

Date