

Terri's Business Success Accelerator Program

Our services include but are not limited to the following:

2 Live Mastermind Sessions (2 days each)

12 Live Intensive Telephone Trainings providing major business overhauls (online digital audio recordings of each call also included)

12 LIVE Apprentice Lab Telephone Mentoring Sessions

Regular TerriLive video coaching and marketing assignments

A subscription to "Profit with T" magazine

...and access to the Materials.

Materials. We grant to you a non-exclusive license for the Term of this Agreement and any Renewal Periods to use and display solely for your own business purposes the curriculum, the coaching videos, the "Profit with T" magazine, the T-Factor System, and any other materials saved in written or digital format and included in the Business Success Accelerator Program (collectively the "Materials"). You shall not copy, republish, modify, or create derivative works of the Materials. The Materials contain our trade secrets and in order to protect such trade secrets and other interests that we may have in the Materials, you expressly agree not to distribute copies of any Materials to any third party, or to permit any third party to do so.

Business Success Accelerator Program Compensation

- You agree to pay Company a Service Fee in the amount of Twelve Thousand Dollars (\$12,000.00), which may be paid in full upon the execution of the Agreement (the "Effective Date").
- You agree to pay the Service Fee plus finance charges in four (4) equal installments of \$3937.50 each, which shall be due and payable on the first, second, third, and fourth monthly anniversary of the Effective Date.
- You agree to pay the Service Fee plus finance charges in twelve (12) equal installments of \$1312.50 each, which shall be due and payable during the Term of this Agreement on each monthly anniversary of the Effective Date.

Your Name _____ Occupation _____

Your Billing Address _____

City _____ State _____ Zip/Postal Code _____

Phone _____ Fax _____ Email _____

American Express VISA MasterCard

Credit Card # _____ Expiration Date: _____ Code from Back of Card _____

Signature of Cardholder (page 1 of 2): _____ Date: _____

Providing above information constitutes permission for Comprehensive Coaching U, Inc. representatives to contact you regarding related information via above listed means.

COMPREHENSIVE COACHING U, INC. BUSINESS CONSULTING TERMS OF SERVICE

The Business Consulting Terms of Service (the "Agreement") sets forth the terms and conditions by which Comprehensive Coaching U, Inc. ("we") shall provide business consulting services under our Business Success Accelerator Program to you. By signing this Agreement and providing your credit authorization information, you expressly agree to be bound by the terms and conditions set forth herein.

- Services.** Our services include but are not limited to the following: 2 live mastermind sessions (2 days each); 12 live intensive telephone trainings providing major business overhauls (online digital audio recordings of each call also included); 12 live apprentice lab telephone mentoring sessions; regular TerriLive video coaching and marketing assignments; a subscription to "Profit with T" magazine; and access to the Materials.
- Materials.** We grant to you a non-exclusive license for the Term of this Agreement and any Renewal Periods to use and display solely for your own business purposes the curriculum, the coaching videos, the "Profit with T" magazine, the T-Factor System, and any other materials saved in written or digital format and included in the Business Success Accelerator Program (collectively the "Materials"). You shall not copy, republish, modify, or create derivative works of the Materials. The Materials contain our trade secrets and in order to protect such trade secrets and other interests that we may have in the Materials, you expressly agree not to distribute copies of any Materials to any third party, or to permit any third party to do so.
- Compensation.** In consideration for the Services, you agree to pay Company a Service Fee in the amount of Twelve Thousand Dollars (\$12,000.00), which may be paid in full upon the execution of the Agreement (the "Effective Date") or financed over the Term of this Agreement for an additional financing fee. If you have selected Financing Option One, you agree to pay the Service Fee plus finance charges in four (4) equal installments of \$3937.50 each, which shall be due and payable on the first, second, third, and fourth monthly anniversary of the Effective Date. If you have selected Financing Option Two, you agree to pay the Service Fee plus finance charges in twelve (12) equal installments of \$1312.50 each, which shall be due and payable during the Term of this Agreement on each monthly anniversary of the Effective Date. Upon expiration of this Agreement and upon the commencement of any monthly Renewal Period, you shall pay us compensation in the amount of One Thousand Two Hundred Fifty Dollars (\$1250.00), which shall be due and payable on the first calendar day of each monthly Renewal Period ("Renewal Service Fee"). On all amounts outstanding and payable, interest shall accrue from the date such amounts are due and payable at the rate of two percent (2%) per month, or the maximum rate allowable by law, whichever is less. Your payment of interest on overdue amounts shall not cure or waive any default pursuant to this Agreement. We may send any past due balance that is thirty (30) or more days past due to its collections agency for credit reporting. You shall be solely responsible for all collection costs, including attorneys' fees, incurred in the collection of your past due balance to Company. You agree to pay a charge of Thirty Dollars (\$30.00) on any check that is returned unpaid for any reason.
- Term; Termination.** The Term of this Agreement shall commence as of the Effective Date and expire one (1) year following the Effective Date. Upon expiration, the Agreement shall automatically renew for successive periods of one (1) month each ("Renewal Period(s)"), unless you terminate the Agreement upon at least thirty (30) days' prior written notice. This Agreement shall automatically terminate in the event of your material breach and failure to cure such breach within the thirty (30) day period immediately following our notification of the breach. For the avoidance of doubt, the following constitute a material breach of this Agreement: (i) failure to pay any installment payment or other fees when due; (ii) disruption of the Services generally; (iii) being difficult to work with or becoming difficult to work with; and (iv) failure to follow the published Program Guidelines. Upon expiration or termination of the Services, we shall immediately discontinue providing all Services and you shall have no further right to use the Materials, except that you may continue to use and reference solely for your own business purposes any copies of the Materials left by us in your custody and control as of the date of such expiration or termination. In the event of a material breach, all unpaid installment payments of the Service Fee and any past due Renewal Service Fees shall immediately be due and payable. The following terms and conditions shall survive any expiration or termination of this Agreement until such time as they are exhausted: Sections 3 through 8.
- Intellectual Property.** We shall own all right, title, and interest in (a) all intellectual property created for or pursuant to this Agreement and (b) all Materials.
- Proprietary Information.** You agree that we will share Proprietary Information with you. For the purposes of this Agreement, "Proprietary Information" shall mean all of the non-public information shared by us with you, including without limitation, any trade secrets, know-how, ideas, works of authorship, strategies, and business practices. You agree that, for the Term of this Agreement, any Renewal Periods, and thereafter, you shall not publish or disclose the Proprietary Information, and shall use at least a reasonable degree of care to prevent the unauthorized use, dissemination, or publication of the Proprietary Information.
- Limitation of Liability; Warranties.** Our liability under this Agreement shall be limited to your total aggregate amount of fees paid to us during the twelve (12) month period immediately prior to the arising of the claim. In no event shall we be liable for any incidental, consequential, indirect, special, or punitive damages, or lost profits, arising out of, or related to, this Agreement, even if we have been advised of the possibility thereof, and regardless of whether the claim is based on contract, tort, or another theory or cause of action. WE EXPRESSLY DISCLAIM ALL WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.
- Miscellaneous.** This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, and supersedes all prior agreements and understandings, whether written or oral. This Agreement shall be construed, governed by, and enforced, in accordance with the laws of the Pennsylvania, without regard to conflicts of law principles. All disputes shall be subject to the jurisdiction and venue of the applicable state and federal courts located in Montgomery County, PA. You shall not assign this Agreement or any part thereof. Any provision, paragraph, subparagraph, or clause, or any part thereof of this Agreement shall be found invalid or unenforceable under any applicable law or regulation, such provision, paragraph, subparagraph, or clause, or part thereof, shall be deemed inoperative and shall not affect the remainder of the Agreement, which shall be construed as if such invalid portion had never been included.

I agree to the foregoing terms and conditions set forth in this Agreement and provide my credit card authorization for Comprehensive Coaching U to bill all charges as agreed to hereunder. If I am agreeing on behalf of a business to these charges, I agree that I have the authority to enter into this Agreement and incur all charges on its behalf.

Signature (page 2 of 2) _____ Date: _____

Please fax completed document (both pages) to fax number 866-766-6207.