

# TERRI LEVINE'S VIP PLATINUM COACHING

## For Massive Accountability and Action

*VIP Platinum Coaching includes the following services:*

**Business Growth Training Program (includes 4 training videos a month plus worksheets)**

**One Lab or Q&A call per month**

**2 VIP Events (2-3 days each)**

**Webinars and Teleseminars throughout the year**

**1 Group Coaching Call per month**

**VIP Forum**

### VIP Platinum Coaching Investment

**Option 1:** \_\_\_ Secure my spot with the **Pay in Full** option of \$10,000.

**Option 2:** \_\_\_ Secure my spot with the **12 pay option** (12 equal monthly installments) of \$997.00 each which shall be due and payable beginning on the Effective Date and on each consecutive monthly anniversary of the Effective Date.

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Your Name \_\_\_\_\_ Occupation \_\_\_\_\_

Your Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_ SSN \_\_\_\_\_

American Express       VISA       MasterCard

Credit Card # \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Code from Back of Card \_\_\_\_\_

Signature of Cardholder (page 1 of 2): \_\_\_\_\_

Signature constitutes acceptance of the Terms of Service attached hereto as well as permission for Comprehensive Coaching U, Inc. representatives to charge your credit card for all fees as agreed to hereunder and to contact you regarding related information via above listed means.

**COMPREHENSIVE COACHING U, INC. VIP PLATINUM COACHING TERMS OF SERVICE**

The VIP Platinum Coaching Terms of Service (the "Agreement") sets forth the terms and conditions by which Comprehensive Coaching U, Inc. ("we" or "Company") shall provide coaching services 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.

1. **Services.** Our services include the services specified on the prior page (the "Services").
2. **Compensation.** In consideration for the Services, you agree to pay Company in accordance with the option you selected on the prior page. Payments are non-refundable. Upon expiration of the initial term of this Agreement and upon the commencement of any monthly Renewal Period, you shall pay Company compensation in the amount of Nine Hundred Ninety Seven Dollars (\$997.00), 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. 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.
3. **Term; Termination.** The Term of this Non-Cancelable 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 7.

4. **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.

5. **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.

6. **Limitation of Liability; Warranties.** Any advice that we render is guidance and recommendations only. You are solely responsible to make decisions regarding the advice, and assume all risks and liability with regard to your operations or affairs, including that which may be the subject of or otherwise related to or arising from the advice. 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 shall not be liable for any damage or loss due to delay in providing Services caused by events beyond our control, including but not limited to acts of God, accidents, weather or illness. In the event that Terri Levine is not available to provide any Services, we reserve the right to have another qualified person provide the Services. WE EXPRESSLY DISCLAIM ALL WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

7. **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.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_