

HOLISM COACHING AGREEMENT

HOLISM NUTRITION LTD

1. Introduction

1.1 This agreement (“Agreement”) is between Holism Nutrition Ltd a company incorporated in England and Wales with registered number 11263012 and registered office at Flat 2, 19-21 Canterbury Road, Herne Bay, Kent, United Kingdom, CT6 5DQ (“Holism”, “us” or “our”) and you (“Client” or “you”) whereby Holism agrees to provide coaching and information services to Client, focusing on low carbohydrate nutrition and wellbeing practices through a coach (“Coach”). Holism and Client are each a “Party” and together the “Parties”.

1.2 This Agreement applies whenever you speak to a Coach or make use of Coaching Services (as defined in Clause 3 below).

1.3 Coaching Services are to be provided as a partnership (meaning an alliance, not a legal business partnership) between Coach and Client in a thought-provoking and creative process that inspires the Client to maximise personal growth and their potential.

1.4 For the avoidance of doubt this Agreement set out the legal obligations and rights of Holism and Client, but not the Coach who is not a party to this Agreement. Where this Agreement refers to Coach, Holism procures the same on behalf of the Coach, but Coach is not liable to Client in any way.

1.5 Holism complies with applicable law regarding Client’s data protection matters. For more details on how we handle any of your personal data please check our [Privacy Policy \(www.holismnutrition.com/privacy-policy\)](http://www.holismnutrition.com/privacy-policy). The Privacy Policy is part of this Agreement, so if you do not accept the Privacy Policy you must not use the Coaching Services.

2. Responsibilities

2.2. Coach will the ethics and standards of behaviour set by the International Coach Federation “(ICF)” (www.coachfederation.org/ethics).

2.3. Client is responsible for creating, making choices regarding and implementing his/her own physical, mental and emotional well-being. The Client is therefore responsible for the results arising from these decisions. Client understands that the Coaching Services do not provide therapy and do not provide a substitute for therapy if needed. The Coaching Services do not prevent, cure or treat any mental disorder or medical disease.

2.4. Client understands that coaching is not to be used as a substitute for professional advice by medical, mental health or other qualified professionals and Client will seek independent professional guidance for such matters. If Client is currently in need of help from, receiving help from or under the care of a medical or mental health professional (“Health Professional”), Client is responsible for ensuring any guidance or advice given by Coach or as part of the Coaching Services is accepted by Health Professional before the coaching guidance or advice is followed.

2.5. Client agrees to: i). communicate honestly and openly; ii) be open to feedback and assistance and iii) create the time and energy necessary to participate fully in the program. Client acknowledges that without complying with i), ii) or iii) they will not receive the full benefits of the Coaching Services.

3. Coaching Services

3.1 The Parties agree to engage in i) a coaching program as set out in clause 4 (“Coaching Program”) and/or ii) nutrition caching services through telephone or video call meetings with a Coach when arranged at mutually acceptable times (either i) or ii) being “Coaching Services”). Coach will be available to Client by e-mail and Whatsapp in-between scheduled meetings at commercially reasonable intervals as defined by the Coach.

3.2 Client accepts and understands that:

- Any content or information shared by the Coach is not medical, nutritional, dietetic, diagnostic and/or professional advice;
- it is up to Client to evaluate and decide whether the content or information is useful and should be applied or not; and
- if Client is in any doubt regarding any content or information shared by the Coach, he or she should seek professional advice before adopting or implementing advice.

4, Coaching Program

The Coaching Program is a 6 week lymphatic diet coaching program, which includes access to a Coach, meal plans, recipes and information about nutrition and wellness practices. The contents of the meal plans, recipes and other information is subject to change at the sole discretion of Holism. The Coaching Program coaches clients through 3 different dietary protocols. The Coaching Program can be followed in 6 consecutive weeks or up 6 months depending on a subscriber's preference after which access to the Coaching Program will terminate. The Coaching Program is given through private membership access on the Holism website (found at <https://www.holismnutrition.com>) and is also subject to Holism website terms and conditions [insert link].

5. Confidentiality

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound to confidentiality by the ICF Code of Ethics . The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach 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 Coach'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 Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) that the Coach is required by law to disclose.

6. Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach 6 hours in advance of the scheduled calls/meetings. Coach will attempt in good faith to reschedule a missed meeting but if Client cancels less than 6 hours before a scheduled call or meeting the Client will not be entitled to reschedule the call or meeting and the call or meeting will be considered to have been fulfilled by the Coach.

7. Termination

Either the Client or Holism may terminate this Agreement at any time on 1 weeks written notice.

Holism may terminate this Agreement immediately; i). if the Client has breached this Agreement; ii) if Holism decides at its sole discretion that the Coaching Services are not appropriate for the Client; or iii). Client is considered to be acting inappropriately towards the Coach or Holism.

In the event of termination, Client may only receive back any pre-payment in the event of material breach of this Agreement by Holism.

8. Limited Liability

8.1 The nature of the Coaching Services means that the Client is expected to make its own decisions as to whether to accept any advice or guidance from the Coach or pursuant to the Coaching Services. Please review clauses 2.3 and 2.4 regarding the fact that the Coaching Services do not constitute and should not substitute any Health Professional.

8.2 Except as expressly provided in this Agreement, neither Holism nor the Coach makes any guarantees or warranties, express or implied.

8.3 Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

8.4 To the greatest extent permitted under applicable law in no event will Holism or the Coach be liable to the Client for any loss or damage of any kind.

8.5 Holism or Coach will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

8.6 To the maximum extent permitted by law, Holism accepts no liability for any of the following:

- any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- loss or corruption of any data, database or software;
- any special, indirect or consequential loss or damage.

8.7 Notwithstanding any damages that the Client may incur, Holism's entire liability under this Agreement, and the Client's exclusive remedy, will be limited to the amount paid by the Client to the Coach under this Agreement for all services rendered in the six (6) month period up until the termination date of this Agreement.

9. Holism Intellectual Property

Holism is the proprietor or licensee ('rightsholder') of all intellectual property rights in relation to the Holism website and its contents, including but not limited to copyright, trade and brand names, trade marks and get-up. If no permission is given by Holisms to the use of any of them, such use may constitute an infringement of the rightsholder's rights. Without limitation, the contents of the Holism website and Coaching Program can only be used subject to this Agreement and the contents may not be shared with other parties for commercial gain or otherwise.

All other trade marks, brand names, product names and titles, copyrights and other intellectual property rights used in the Holism website are trade marks, brand names, product names, copyrights or other intellectual property rights of their respective rightsholders. Permission to reproduce such material must be obtained from the relevant rights holders concerned.

10. General

10.1 This together with the Privacy Policy is the entire agreement of the parties and reflects a complete understanding of the Parties with respect to the subject matter herein. This Agreement supersedes all prior written and oral representations.

10.2 If a dispute arises out of this Agreement that cannot be resolved by mutual consent, Holism and Coach agree to attempt to mediate in good faith for up to 30 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.

10.3 This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

10.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

10.5 If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

