

# DONE BINGEING MEMBERSHIP AGREEMENT

Please take the time to read this Agreement, which provides the details of your Done Bingeing Membership.

The items listed below form our Agreement.

Martha Ayim is a Master-Certified Life and Weight-Loss Coach, who offers various coaching services through [www.holdingthespace.co](http://www.holdingthespace.co).

You are purchasing a membership for US\$97.00 per month for as long as you choose to remain part of the membership.

The membership includes at least three phone coaching sessions per month offered via a conference calling platform, plus electronic access to Martha via email.

In our sessions together, Martha will create a safe, neutral, shame-free and compassionate space for you. Occasionally, Martha may invite a guest host to lead a call and share her expertise.

When the Coach enters into an arrangement with a client, for coaching services either one on one, within a group or in a membership, or whether online, by email or in person or by some other method, Martha Ayim, the “Coach,” (or a guest host) and the Client, enter into this written agreement, the terms of which and the responsibilities of each of the Coach and the Client are set out here.

The Coach offers Coaching Services for the Client focusing on the topics of binge eating, overeating, or other life issues.

Coaching is an ongoing relationship between Coach and Client. Changing habits and creating possibilities is a process that takes time.

Coaching is for people who are emotionally and psychologically healthy and who want to make change and move forward in their lives. Coaching is not advice, therapy, counselling, medical, or legal advice. The Coach is not a therapist, doctor, or lawyer.

The Client acknowledges that the Client wants to make significant progress in and change in their life. Progress and change happen at rates unique to each individual.

The Client acknowledges that the Client is responsible for their own choices and actions. The Coach does not guarantee any particular result.

The Client makes a commitment to seriously and actively engage in the coaching process over the course of the term of this agreement. The Client agrees to be honest, authentic,

and forthcoming and acknowledges that telling the Coach things about themselves or their lives that are untruthful and/or not being forthcoming about their situation will prevent them from getting the results they want.

The Client agrees to do any homework that they must do between sessions.

The Coach will assist the Client to realize their own potential, but it is the Client who will make the decisions and take the steps, and the Coach cannot guarantee results.

## Confidentiality

The coaching relationship is built on trust. The Coach agrees to keep your identity confidential on the calls. If you wish to be coached on a call, you will indicate that by “raising your hand” in the teleconferencing platform, and Martha will call on you by area code and will only use your name if you offer it first. Remember that calls will be recorded and posted for you and others in the membership. 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 the Client’s industry; c) is obtained by the Coach from a third party.

## Liability and Indemnity

The Client acknowledges that the Done Bingeing Membership may be personally, emotionally, and physically challenging and that there may be occasions on which the Client will feel such challenges including, but not limited to frustration, anger, annoyance, and stress. The Client will not hold the Coach liable for any loss or cost incurred by the Client (or any person related to or associated with the Client, including but not limited to the Client’s friends, family, customers) in the event of mental, physical, financial, emotional stress, or distress (or other ailment or condition) caused either directly or indirectly in relation to the Done Bingeing Membership. The Client shall indemnify the Coach in the event of any such claim, including but not limited to any claims made against the Coach by any person related to or associated with you, including but not limited to your friends, family, and customers. Anything said by the Coach, verbally or in writing, shall not be constituted to be advice of any kind, including, but not limited to, medical, psychological, legal, financial, counselling, business, or actuarial advice.

The Client agrees that the Coach shall not be liable to the Client in any way, and the Client shall indemnify and save the Coach harmless for any and all losses or costs incurred by the Client or any other person, including but not limited to the Client’s family, friends, and customers, for any action or inaction taken by the Client or anyone else as a result of the Done Bingeing Membership or any other conversations the Client and Coach have, whether by meeting, texts, email, telephone, Slack, Zoom, or otherwise. The Client represents and warrants that the Client does not have a history of mental illness and is not currently undergoing therapy of any kind without having obtained the express permission of the Client’s therapist to engage in this coaching arrangement. If

the Client cannot make these representations and warranties, the Client has an obligation to inform the Coach of any such history, or any past therapy sessions, so it can be determined if coaching is appropriate for your circumstances. The Coach reserves the right to terminate the Coaching sessions immediately, and without prior notice, if the Coach believes therapy would be more appropriate for the Client's situation (in such case the Client would receive a refund of un-used/pro-rated portions or the membership month).

## Conflict Resolution

However unlikely, in the event of any disagreement or dispute between us, you agree that the laws of the Province of Ontario, Canada, shall be applied to this agreement, and that any meeting or proceeding take place in the Province of Ontario.

Any dispute between us should first be resolved by negotiation, and if that fails by mediation, with a mediator chosen by both of us or if we cannot agree by a mediator chosen by a mediator each of us has chosen and if the matter is not settled by mediation, then the dispute shall be resolved by binding arbitration in accordance with the provisions of The Arbitration Act RSO.

## Terms of Use, Privacy Policy, Disclaimer

The Client has read the terms of use (<http://www.holdingthespace.co/terms-of-use/>), privacy policy (<http://www.holdingthespace.co/privacy-policy/>) and disclaimer (<http://www.holdingthespace.co/disclaimer/>) and they form part of this agreement.

## Cancellation of Agreement

The Client may cancel this Agreement for any reason by providing a minimum of 5 business days written notice to Martha Ayim before the next pre-authorized payment is scheduled. Martha Ayim may cancel this agreement at any time for any reason by providing written notice to Client. In the event that Martha Ayim cancels this Agreement, Martha Ayim will provide a pro-rated refund of fees for membership month not yet rendered within 30 days of the conclusion of coaching services.

## Release of Liability

Except as expressly provided in this agreement, the Coach makes no guarantees or warranties, express or implied.

The Client hereby releases, waives, acquits and forever discharges Martha Ayim, their agents, successors, assigns, personal representatives, executors, heirs, and employees from every claim, suit action, demand, or right to compensation for damages the Client may claim or have or that the Client may have arising out of actions, omissions or commissions taken by themselves as a result of the advice given by or resulting from the coaching relationship contemplated hereunder. The Client further declares and represents that no promise, inducement, or agreement not herein expressed has been

made to me to enter into this release. The release made pursuant to this paragraph shall bind my heirs, executors, personal representatives, successors, assigns, and agents.

By checking the box next to “I agree to the terms and conditions of the coaching agreement” the Client acknowledges having read the statements above and understands and agrees with the points contained therein.