

DATE  
NAME

RE: Financial Coaching Services Agreement

Dear

Thank you for asking me to provide financial coaching services to you through my company, Lindy Yoshida Coaching LLC. This Agreement outlines the services my company will provide. However, at this time I am the sole employee of my company and will be providing all coaching services to you. If you ever have any questions regarding the services, please contact me.

**Scope of Service:** Lindy Yoshida Coaching agrees to provide you financial coaching. This may include help with personal finances, business finances, and information about investing for your future. These services are provided through both one-on-one consulting and through the preparation of documents for your on-going use such as budgets, investment plans, and educational references. All information is provided for educational purposes only and is not meant to be investment, legal, or tax advice. This Agreement will apply to all work requested unless it is superseded by a later written agreement. At this time, I am the sole employee of my company and will be providing all coaching services to you. I will notify you if this changes.

**Investment Advice:** I am a registered investment advisor. However, unless superseded by a later written agreement, I am not providing you with investment services nor am I acting as your investment advisor. Any information regarding investments, including, but not limited to, 401ks, IRAs, stocks, bonds, and life insurance, is for educational purposes only to help you determine what investment products may be best for you. Unless you specifically hire me as your investment advisor (which will require a separate agreement and may require that I cease providing any financial coaching services to you if it is deemed or perceived to be a conflict of interest by either me or the brokerage I work for), I am not selling you any investment products nor am I profiting from any investments that you may make based on the information that we discuss.

**Tax Advice:** You agree and acknowledge that I am not providing you tax advice. You should work with a tax professional to prepare your taxes, ask tax related questions, and determine the tax forms that you are responsible to file. As part of the financial coaching, I may request that you have a tax professional involved with our discussions to ensure that you are receiving the best financial information possible for your situation.

**Legal Advice:** You agree and acknowledge that I am not providing you legal advice. For any legal questions, you should seek the advice of an attorney.

**No Fiduciary Duty:** In many instances, a financial advisor, CPA, or attorney has a fiduciary duty to you. You agree and acknowledge that our relationship is one of financial

coach to client in an educational capacity only and that I am not acting in a fiduciary capacity. I will not manage your money or otherwise hold in trust any of your assets.

**Documents:** As part of financial coaching, I may ask for certain documents to better analyze your financial situation. This may include bank statements, credit card statements, previous budgeting information, salary and benefit information, and tax documents. Please keep copies of all documents that you provide me as I do not keep any property, including documents, in trust for you, or otherwise accept fiduciary duties in the performance of the services.

**Confidentiality:** You agree and acknowledge that while I will make all attempts to keep information that we discuss confidential, I am not required by law to provide confidentiality like a CPA or attorney is. I may be required by law to disclose our conversations and information if requested in any legal dispute that you are involved in, including, but not limited to, if I am subpoenaed as part of a divorce, family law, or estate planning situation. I do agree that other than when required by law, I will not disclose any of your financial information to others without your permission. You do agree and acknowledge that if you have anyone else present at any of our meetings, that person will by default learn about your financial situation though and consent to disclosure in these situations.

**Conflicts of Interest:** If I, in my sole discretion, believe a conflict has arisen affecting my ability to deliver services to you in accordance with my ethical standards, I may be required to suspend or terminate our services immediately with written notice. Payment for all services rendered prior to the conflict of interest being discovered will still be due.

**Budgeting Assistance:** As part of financial coaching, we may discuss your future financial goals. To help you meet these goals, I may provide budgeting assistance. Any budget that is prepared is to be used as a tool and is not a guarantee that you will meet your financial goals even if followed exactly as circumstances can change while you are trying to meet your goals.

**Fees and Costs:** For an initial payment of \$2,000.00, you will receive eight one-hour coaching appointments. It is anticipated that approximately one-half of these sessions will be used to develop a financial budget/plan for you. The second half of these sessions will be used to implement the budget and plan that was created for you. Please note, there are no refunds for the initial payment even if you terminate this Agreement or fail to use the allocated coaching appointments. After your initial package is done, additional packages may be purchased or additional single one-hour appointments will be charged at \$250.00 per appointment.

**One-Year Term to Use Appointments:** All coaching appointments must be used within one year from the initial date of purchase. Any coaching appointments that remain unused after a year from the initial date of purchase will be deemed waived and no refunds will be issued.

**Consulting Appointments:** All one-on-one coaching appointments are done virtually by videoconference or by phone. If you wish to cancel an appointment, you must give at least 48 hours' notice. If you give less than 48 hours' notice for a cancellation, you will be charged for that appointment or if you have a package, one appointment will be deducted from the package.

**Billing/Retainer:** Unless otherwise agreed to, you will be required to pay for the initial ten sessions in full prior to your first session. All payments must be current prior to each appointment that is to take place.

**Statements:** Statements are rendered monthly and payment in full is due upon issuance of the statement unless otherwise agreed to. Any late payments will be subject an interest charge of one and a half percent (1.5%) per month that they remain unpaid. If your account becomes delinquent and is referred to a collection agency or attorney for collection, or additional time or expenses is incurred for collecting on your delinquent account, you agree to pay all such collection-related attorney fees (including contingent fees) and expenses incurred by Lindy Yoshida Coaching, plus all additional court costs and other expenses associated with collection efforts. If you have any questions concerning a bill, please contact me so that we can discuss the matter and take appropriate action. You must notify me within ten (10) business days of the date of an invoice should there be a question regarding any invoiced charges otherwise they will be deemed to be accepted by you.

**Testimony in Court Cases:** If I am or any of my employees or contractors are called upon to render services, give testimony, produce documents, answer depositions or interrogatories, or otherwise become involved in connection with any administrative or judicial proceedings, investigations, or inquiries relating to you or the services my company has provided you, you agree that you will pay, in addition to the fees set out above, for all time spent on the matter by me or my employees/contractors at the respective hourly rate and for any fees that I incur which will be passed through to you as out-of-pocket expenses. This will apply to both cases that you request our testimony or documents for, and any cases anyone at my company is required to provide testimony or documents for that you are involved with, even if not requested by you (i.e. I am subpoenaed for information from the other side in a dispute).

**Electronic Communications and Document Storage:** In connection with the services provided, I communicate via email transmission, video conferencing, and through other electronic means. As emails and video conferencing can be intercepted and read, disclosed, viewed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, I cannot guarantee or warrant that emails will be properly delivered and read only by the addressee or that video conferencing is secure. Therefore, my company specifically disclaims any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by it in connection with the performance of this services or any information that is disclosed during a video conference. In that regard, you agree that neither I nor my company, Lindy Yoshida Coaching, LLC, shall

have no liability for any loss or damage to any person or entity resulting from the use of email transmissions or video conferencing, including any consequential, incidental, direct, indirect or special damages, by way of example and not limitation, loss of revenues, anticipated profits, or disclosure or communication of confidential or proprietary information.

In addition to email and video conferencing, I also use various electronic services to store information about you or gained from you and transmit information to you. This may include, but is not limited to, document management and backup systems. By agreeing to services from Lindy Yoshida Coaching, you agree that your information may be stored electronically by third parties both in and outside of the United States.

**Termination of Services:** Either you or I may terminate this agreement and/or any services by providing written notice to the other person; however, there are no refunds if you terminate this Agreement prior to using all of your purchased coaching appointments. In addition, if you fail to provide requested information or pay for services as agreed, I may discontinue performing services until all outstanding balances are paid.

**Client Responsibility:** You agree and acknowledge that all financial decisions and their outcomes are your sole responsibility, and I assume no liability for financial or business outcomes resulting from coaching services. You agree to indemnify, defend, and hold harmless Lindy Yoshida Coaching LLC, me (Lindy Yoshida), and any of our representatives from any and all claims, liabilities, damages, or expenses arising out of your implementation or misinterpretation of financial coaching advice. You agree and acknowledge that I make no guarantees about any specific financial outcome or any increase in wealth. It is your sole responsible for implementing strategies discussed during coaching.

**Limitation of Liability:** LINDY YOSHIDA COACHING LLC, ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST DATA OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF THE SERVICE PURCHASED FROM LINDY YOSHIDA COACHING LLC. LINDY YOSHIDA COACHING LLC'S LIABILITY FOR ANY REASON WILL BE LIMITED TO THE COST OF THE SERVICE PROVIDED BY LINDY YOSHIDA COACHING LLC TO YOUR COMPANY THE TWELVE MONTHS PRIOR TO THE INCIDENT LEADING TO ANY DAMAGES.

#### **GENERAL TERMS AND CONDITIONS:**

- **Assignment and Subcontracting.** You shall not assign or otherwise transfer this Agreement or any of its rights and duties under this Agreement without the prior written consent of Lindy Yoshida Coaching, such consent not to be unreasonably withheld or delayed. The rights and liabilities of the parties hereto are binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

- **Changes.** No changes to this Agreement shall be valid unless made in writing and signed by the authorized representatives of both parties.
- **Disputes.** Any dispute arising under this Agreement should first be escalated to the senior management of each party, who shall enter in discussions in good faith efforts to resolve same.
- **Third Party Rights.** The parties hereby exclude, to the fullest extent permitted by law, any rights of third parties to enforce or rely upon any of the provisions of this Agreement.
- **Force Majeure.** With the exception of payment due dates which will not be extended, neither party shall be liable to the other party hereunder to the extent that it is prevented from performing its duties and obligations under this Agreement directly or indirectly as a result of a Force Majeure Event. "Force Majeure Event" means any event beyond the reasonable control of the relevant party, and may include, without limitation any: (i) act of God (including adverse weather conditions), explosion, flood, tempest, fire, or accident; (ii) unusual atmospheric conditions and unusual conditions in outer space which may affect signals to and from and the workings of satellites; (iii) pandemics, epidemics, or any government orders that require cessation of work due to these; and (iv) war or threat of war, sabotage, insurrection, act of terrorism, civil disturbance, or requisition. As soon as Lindy Yoshida Coaching is made aware it is the victim of a Force Majeure Event it will: (i) notify you of start and end dates, (ii) use all best reasonable endeavors to mitigate the effects of the Force Majeure Event, (iii) keep you informed on progress, (iv) continue to perform its obligations under the Agreement which are not affected by the Force Majeure Event.
- **Entire Agreement.** This Agreement supersedes any prior contracts, agreements, arrangements and undertakings (written or oral), between the parties in relation to subject matter hereof, and constitutes the entire agreement between the parties relating to the subject matter hereof.
- **Severability.** If any part of this Agreement is held unlawful or unenforceable that part shall be struck out and the remainder of this Agreement shall remain in effect.
- **No Waiver.** Any waiver by either party in enforcing its rights under this Agreement shall be in writing and signed by such waiving party; the waiver of any one breach or default hereunder shall not be construed as a waiver of subsequent the same, or other breaches or defaults.
- **Notices.** All notices (which include invoices and correspondence) under this Agreement shall be in writing and shall be sent to the address of the recipient set forth below, or to such other address as the recipient may notify from time to time in accordance with this clause. Any notice may be delivered personally, by a reputable overnight courier service or by first-class post, and shall be deemed to have been served if by hand when delivered, if by courier service within one day after deposited with the courier service, if by first-class post, or 48 hours after deposited with the United States Postal Service.
- **Jurisdiction.** This Agreement shall be governed by the laws of the State of Colorado, excluding the Colorado rules of conflicts of law. The parties agree that any disputes regarding this Agreement shall be heard in a court of jurisdiction located in Denver County, Colorado.

- **Signatures and Copies.** The parties hereby agree that the parties may sign this Agreement using a verified electronic signature and such signature shall be binding on the parties the same as a handwritten signature. Electronic and facsimile copies of this Agreement shall be deemed the same as an original. This Agreement may be stored electronically, and electronic copies of the document may be transmitted in lieu of a hard copy.
- **Attorney Fees.** In the event that a party brings an action under this Agreement, the prevailing party in such a dispute shall be awarded its reasonable attorney fees and costs incurred in bringing such action.

If this letter correctly reflects your understanding of the services to be provided to you, please confirm your acceptance by signing this agreement in the space provided below and returning it and the initial payment of \$2,000.00. Upon your acceptance, these terms and conditions will apply retroactively to the date Lindy Yoshida Coaching first performed services on your behalf. If this letter is not signed and returned, you will be obligated to pay the reasonable value of any services Lindy Yoshida Coaching has performed on your behalf. By making a deposit or paying for services, even if this agreement is not signed, you agree and acknowledge that the terms of this agreement will govern our relationship. Unless replaced by a new agreement, the terms of this letter will be applicable to all matters that Lindy Yoshida Coaching undertakes for you.

Please call or email me if you have any questions concerning the matters addressed above or any other aspect of my coaching services.

Sincerely,

Lindy Yoshida

The terms and conditions set forth in this letter are hereby agreed to and accepted:

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