

GENERAL TERMS AND CONDITIONS

Deborah Wing Consulting and Coaching LLC ("Consultant") is pleased to provide certain training and coaching Services to you pursuant to an Engagement Letter, signed by you and I (the "Agreement") that sets forth the terms and conditions of my agreement to provide these Services. Consultant is sometimes referred to in these General Terms and Conditions as "I," "me" or "my," and you and I are each sometimes referred to as a "Party" and collectively as the "Parties."

The following General Terms and Conditions are hereby incorporated in the Agreement as though fully set forth therein. Terms used but not otherwise defined herein shall have the meanings set forth in the Agreement. In the event of any conflict between these General Terms and Conditions and the Agreement, these General Terms and Conditions shall govern.

I do not under any circumstances provide legal, medical, financial or any other professional services requiring licensure. To the extent that I review any documents prepared by any third-party, including, without limitation, those prepared by a legal, medical, financial or other licensed professional, you understand and hereby acknowledge that my review is for the sole purpose of achieving general compliance with our concepts and overall plan. The Parties understand and acknowledge that coaching should not be used as a substitute for professional advice by legal, medical, financial, tax, business, spiritual or other qualified professionals. All decisions in these areas are your sole responsibility. Additionally, the Services are consultative in nature and decisions made based on my input or advice are ultimately your sole responsibility.

You acknowledge and agree that (a) coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association, (b) coaching is not a substitute for counseling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment, and (c) you will not use the Services in place of any form of diagnosis, treatment or therapy. Further, if you are in therapy, you agree to inform your care providers of the coaching engagement contemplated by the Agreement upon execution of the same. You acknowledge and agree that Consultant is not and will not be liable or responsible for any action or inaction, or for any direct or indirect result of any services provided by Consultant pursuant to this Agreement.

Each Party is an independent contractor and neither Party, nor any of their respective agents, employees, subcontractors or independent contractors, is an employee, agent, partner or joint venturer of the other for any purpose under or in connection with the Agreement. Each Party is responsible for (i) compensation of such Party's employees, including payment and workers' compensation taxes, if applicable; (ii) withholding any sums required to be withheld pursuant to applicable laws and regulations from amounts payable to such employees, such as income taxes and other deductions; and (iii) paying all such held back amounts to the appropriate entities.

The Services that I'm providing to you under the Agreement are not exclusive, and I will be free to furnish similar services to others so long as my ability to provide the Services to you are not materially impaired. I may give advice and take action on behalf of such other clients that may differ from the advice I give to you.

The Agreement confirms that I have not made any guarantee to you regarding any particular outcome of the Services being provided under the Agreement. By accepting the terms set forth in the Agreement, you acknowledge that although I will strive to maximize the value of my Services, the payment of my fees and disbursements is not dependent upon any outcome of the matter for which you have retained me.

As used herein, the term "Confidential Information" means any information and data of a confidential nature provided by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed or made available in writing, electronically, orally, visually or otherwise. These provisions shall apply to any

Confidential Information that the Receiving Party receives or becomes privy to in connection with the Agreement or the Services, whether prior to, on or after the date of the Agreement.

The Parties anticipate that during the term of the Agreement either Party may receive or become privy to the Confidential Information of the other. The Receiving Party shall hold the Confidential Information of the Disclosing Party in trust and confidence, not disclose such Confidential Information to any third-party except as expressly authorized in writing by the Disclosing Party, and shall protect such Confidential Information by using the same degree of care as it uses to protect its own Confidential Information of similar value and sensitivity, but not less than reasonable care. The Receiving Party agrees that Confidential Information received by it will not be used by it in any way other than in direct connection with the Receiving Party's performance of its obligations under the Agreement or in exercising its license and rights to use hereunder, as applicable and as contemplated by the Agreement. The Receiving Party further agrees that Confidential Information will be kept strictly confidential by the Receiving Party and its officers, directors, shareholders, members, managers, partners, agents, employees, advisors and authorized representatives (to whom such Confidential Information may be disclosed only on a "need-to-know" basis, and provided such persons are themselves bound by similar non-disclosure and use restrictions).

Notwithstanding the foregoing, the term Confidential Information shall not include information that: (i) is or becomes publicly available through no fault of the Receiving Party, (ii) is lawfully obtained from a third-party without obligation of confidentiality, (iii) was either in the possession of or already known to the Receiving Party at the time of disclosure without any limitation on use or disclosure, (iv) is independently developed by the Receiving Party outside the scope of the Agreement and without access to any Confidential Information of the other, (v) is disclosed to the Receiving Party and as a result of such disclosure the Receiving Party reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; (vi) involves illegal activity, or (vii) is disclosed by the Receiving Party under operation of law or pursuant to a court order subpoena or governmental authority, provided that the Receiving Party (x) promptly notified the Disclosing Party of such order, (y) fully cooperates with respect to any steps taken by the Disclosing Party to seek further protection of such Confidential Information, including seeking a protective order; and (z) limits such disclosure to that which is required.

Notwithstanding the foregoing, you understand and agree that certain topics relating to the Services provided under this Agreement may be shared in an anonymized manner by me with other coaching professionals for training or consultation purposes.

You understand and acknowledge that as part of my continued accreditation with the International Coaching Federation (ICF), I require your permission to share with the ICF information about your sessions as a client/coachee in an anonymized manner. You hereby authorize me to disclose this information to the ICF as needed for this purpose.

Consultant may utilize AI Tools to assist in the preparation of notes, summaries, assessments, written materials, developmental plans, research, and other work product related to the Services. All work product generated with the assistance of AI Tools shall be reviewed by Consultant prior to delivery to, or use on behalf of, Client. The foregoing policies and guidelines (collectively, the "Policies") are incorporated into and form part of this Agreement. By signing below, you acknowledge having had the opportunity to review the Policies prior to signing.

A.I. Tool

Privacy Policy

ChatGPT

<https://openai.com/policies/row-privacy-policy/>

Zoom	https://www.zoom.com/en/products/ai-assistant/resources/privacy-security/
Fathom	https://www.fathom.ai/privacy
Claude	https://privacy.claude.com/en/collections/10663362-consumers
Co-Pilot	https://learn.microsoft.com/en-us/microsoft-365/copilot/microsoft-365-copilot-privacy
otter.ai	https://otter.ai/privacy-policy

You acknowledge and agree that (i) Consultant's use of AI Tools entails inherent risks, including, but not limited to, third-party breaches of confidentiality; (ii) you have read and understood the foregoing policies and guidelines (collectively, the "Policies"); (iii) you have been given the chance to ask questions about the Policies and the AI Tools, and all such questions have been answered to his/her/its satisfaction; and (iv) having read this Agreement and the Policies, you are fully aware of the risks and hazards associated with the Services, including, without limitation, Consultant's use of AI Tools, and hereby elect to voluntarily enter into this Agreement.

Client acknowledges and agrees that Consultant's use of AI Tools in accordance with this Agreement shall not, in and of itself, constitute a breach of Consultant's confidentiality obligations, provided that Consultant utilizes commercially reasonable efforts consistent with industry standards to protect Confidential Information and exercises professional judgment regarding the information submitted to or processed through such AI Tools.

You hereby forever release and discharge Consultant and its predecessors, successors, officers, directors, shareholders, members, managers, employees, contractors, agents, and representatives, from any and all claims, causes of action, obligations, demands, fees, fines, penalties, debts, damages, liabilities, costs (including reasonable attorneys' fees) and expenses (collectively, "Claims"), known or unknown, suspected or unsuspected, arising out of or relating to any acts, omissions, agreements, or events relating in any manner to Consultant's use of AI Tools in connection with this Agreement and/or the Services, except to the extent such Claims arise out of or relate to the gross negligence or intentional misconduct of Consultant (the "Release").

The parties intend this Release to constitute a full and complete compromise within the meaning of Louisiana Civil Code Articles 3071 et seq., extinguishing all obligations and disputes between them arising out of or relating to any and all Claims described above. Each party acknowledges that it may hereafter discover Claims or facts different from or in addition to those now known or believed, and it is the intention of the parties to fully and finally release all such matters.

Except as otherwise expressly provided in the Release, the Release is intended as a full, complete, and general release as to any and all Claims. You acknowledge that you may hereafter discover claims or facts different from or in addition to those now known or believed, and it is your intention to fully and finally release all such matters.

You hereby agree to indemnify, defend and hold harmless me and my members, managers, officers, principals, employees and agents, from and against any Claims arising out of or related to (i) the Services, (ii) this Agreement, or (iii) the negligence or intentional misconduct of you or your agents and/or representatives, to the extent such Claims do not result from the gross negligence or willful misconduct of Consultant.

Any notice or other communication provided for herein or given hereunder to a Party must be in writing and shall be deemed given effective as of three (3) business days after mailed first class, postage prepaid, or when delivered when sent by (a) facsimile (confirmed by first class mail), (b) electronic mail provided receipt is

acknowledged in writing, including by electronic-mail, or (c) overnight express or other express delivery service, in each case to the Parties at the address set forth above. Either Party may change its notice address by written notice to the other in accordance herewith.

The Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Louisiana, including Louisiana's statutes of limitations, without regard to Louisiana's conflict of laws provisions. No Party may assign the Agreement, in whole or in part, without the prior express written consent of the other parties. If any legal action or other proceeding including, without limitation, arbitration, is brought to enforce the provisions of the Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and other costs incurred in the action or proceeding (including all appeals and retrials), in addition to any other relief to which the prevailing Party may be entitled. The rights and remedies in the Agreement are cumulative, and in addition to, any duties, obligations, rights and remedies otherwise provided by law. One or more waivers by either Party of any covenant, condition or agreement herein contained shall not be construed as a waiver of a further breach of the same covenant, condition or agreement or of any other covenant, condition or agreement, and the consent or approval by one Party to or of any act by the other Party requiring the first Party's consent or approval shall not be deemed to waive or render unnecessary the first Party's consent or approval to any subsequent similar act. The provisions of the Agreement are severable, and if any court or arbitrator of competent jurisdiction holds any part, clause, or condition of the Agreement to be partially or wholly invalid, unenforceable, or inoperative for any reason whatsoever, the offending provision will be severed or modified by the Parties so as to be legally enforceable (and, to the extent modified, it will be modified so as to reflect, to the extent possible, the intent of the Parties), and the remaining provisions will remain in full force and effect.

No change in the provisions of the Agreement shall be effective unless made in writing and signed by all of the Parties, *provided that* I reserve the right to update and amend these General Terms and Conditions at any time and from time to time upon 30 days prior written notice to you.