



tickthoseboxes
your accountability coach

Rules of Engagement (Service Agreement)

Effective 1st August, 2019

RULES OF ENGAGEMENT AGREEMENT

THIS SERVICE AGREEMENT (this “Agreement”) is entered into as of (date indicated below) by and between (name as indicated below) (collectively, the “Client”) and JASDN Family Trust trading as: Tick Those Boxes Australia ABN: 21 103 787 352 (including Darren Finkelstein, its affiliates, staff, contractors referred to as the “Company”).

Recitals

WHEREAS, the Client and the Company (collectively, the Client and the Company shall be referred as the “Parties”, and individually, as a “Party”) have entered into discussions regarding certain services provided by the Client to the Company that shall require the Client to gain access to certain confidential information provided by the Company (collectively, the “Consulting Services”), and;

WHEREAS, in order to facilitate the Business Coaching and Advisory Sessions/Programs or Services, the Company wishes to provide the Client certain information designated as confidential.

NOW, THEREFORE, in consideration of the foregoing premises, of the mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Program Description

Expectations and Responsibilities

As your Coach, our role is to-

- Come to each group coaching session/program prepared.
- Devote my full attention to you during the Coaching Sessions/Programs or Services stretch you outside of your comfort zone into new areas and support you as you do so.
- Provide you with resources and knowledge for your business endeavours.
- Provide a safe space where you can express your self and be heard.
- Challenge you to create the business you want.
- Offer support, encouragement, feedback, and guidance throughout the Sessions/Programs or Services.

As the Client, your role is to

- Show up for each Coaching Sessions/Programs or Services on time with 100% focus.
- Provide full payment for the Sessions/Programs or Services prior to your first coaching session following receipt of our Tax Invoice.
- Complete action items and agreed commitments made during and between our coaching sessions.
- Be open to new ideas.
- Be ready to take-action and make quick decisions.
- Make the program a priority.
- Be prepared and make time for the work that you need to do for the Sessions/Programs or Services
- Trust the process.
- Take responsibility for your outcomes.
- Ask any questions as they arise.



Scheduling and Timing

Contacting the Company: Being accessible and attentive to our clients is a priority. If you need to reach the Company between Coaching Sessions, please contact us at any time via mobile +61 418-379 369) email at df@tickthoseboxes.com.au or questions@tickthoseboxes.com.au

We will do our best to respond to your enquiry or request on the next business day, where possible.

Either party will give a minimum of 48 hours' notice if either party needs to cancel or reschedule any Sessions/Programs or Services. The Client agrees to submit all: Pre-Work, To-Do Tasks, Actions or Follow-Up Activities a minimum of 24-hours prior to any Sessions/Programs, Forum or Services.

Investment and Payment

You agree, that you can make the financial commitment and are willing and able to invest in the Sessions/Programs or Services by choice, and by so doing, you are not in any way incurring any economic hardship. You are committed and determined. You understand that there is No-Refund Policy on any Sessions/Program, Forum or Services, and will use your time wisely. By signing this Rules of Engagement (Service Agreement), you agree to undertake this Sessions/Programs or Services which will consist of the following package details. All prices shown include GST and formal Tax Invoices will be issued.

UNBOXING SESSION

(FREE and Without Obligation)

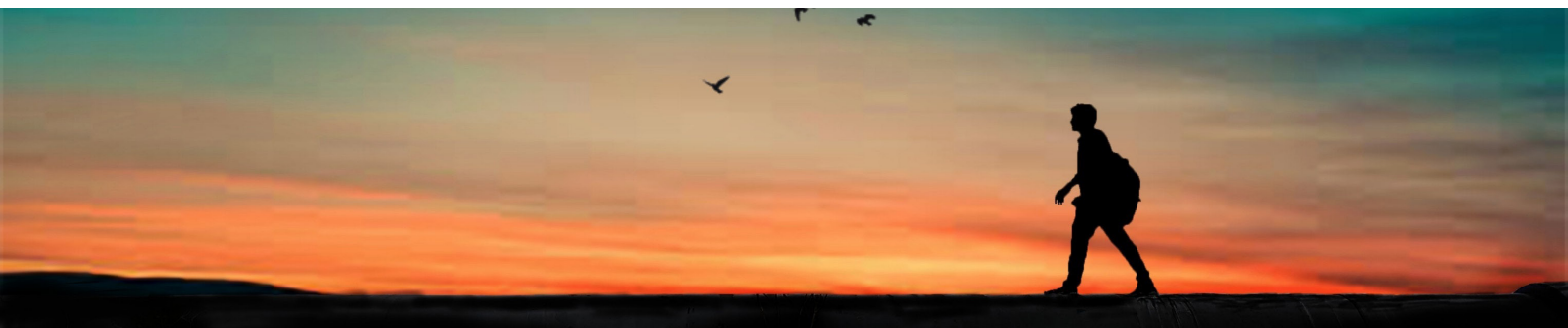
This session takes between 60 and 90 minutes, they are face-to-face in person with Darren Finkelstein and would typically take place at your workplace, providing you are located within the Melbourne metropolitan area. Otherwise, we'll use Zoom or Skype or you can come to my office.

Note: You must undertake an Unboxing Session prior to commencing any of our programs, sessions or forum.

If your located outside metropolitan Melbourne and still want me to come to you, my travel guidelines will apply and you'll need to arrange the meeting location. I'll gladly travel to you but you'll need to pick up my travel costs. It's pretty standard and everything is doable. My travel guidelines are outlined within this document.

The purpose of the Unboxing Sessions is to assess if we can work together and look at what needs to be done. I'll get to know you a little more as we talk about you and your why.

At your FREE Unboxing Session we'll examine exactly where you're at, what's worked and what hasn't, and we'll take a look at your priorities to set the path moving forward.



Each Unboxing Session includes:

- 60-90minute obligation free chat about your goals, promises and commitments
- We will examine your priorities
- Review your 'To-Do List' and we'll dig-in to how you plan to address each item
- Together, we will create a plan and set timelines

My Unboxing Session is not available to clients of Author Accountability Package listed below. This will be substituted by a 'Planning Session' specifically tailored for you and your writing program. See below for details.

Our Unboxing Session is also your opportunity to decide whether I'm the right fit for you. You'll get to better understand my skill set and experience, getting a feeling for my energy and drive is key. Ensuring we connect is vital, as our 'chemistry' is so important.

From this free session you will answer three important questions:

- 1) are we compatible and will this work
- 2) what needs to be done and how long should I engage Darren to work with me
- 3) when can we start.

Let's get into this, there is a lot to do...

My Unboxing Session is not available to clients of Package 7 listed below. This will be substituted by a 'Planning Session' specifically tailored for you and your writing program. See below for details.

YOUR PACKAGE CHOICES

Please select the package you wish to undertake:

- Package 1 – One month plus bonus session of one-on-one Accountability Coaching
- Package 2 – Three months of one-on-one Accountability Coaching
- Package 3 – Six months of one-on-one Accountability Coaching
- Package 4 – Twelve months of one-on-one Accountability Coaching
- Package 5 – Bespoke & Customised one-on-one Accountability Coaching
- Package 6 – Group Accountability Forum
- Package 7 – Author Accountability Package (For clients of: Michael Hanrahan Publishing and Andrew Griffiths only)
- Other -



PACKAGE 1 –

“THE ONE BIG THING THAT I NEED TO DO NOW” PACKAGE”

DURATION - One session over one month + plus bonus session.

COST - \$825 incl. GST

This is perfect for someone with a particular project or task in mind that they just haven't been able to finish, and they are finally ready to do something about it. At this point, you would have already participated in my Unboxing Session (refer above). The purpose of which is to both understand what is to be achieved, so let's get it done! We are off and running.

Our single session is a 60min to 120 minutes face-to-face meeting with me, in person. This session will take place in my office located at 245 St Kilda Road, St Kilda Victoria. Australia.

At my office, we can talk freely and without distraction, removing the worry if our discussion is being overheard by your colleagues and unwanted ears at your workplace or we can Zoom or Skype.

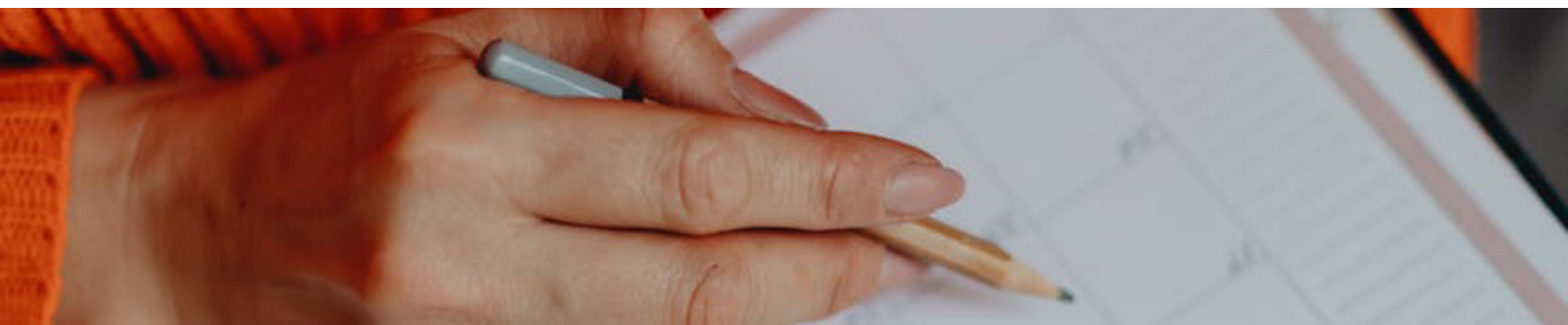
Otherwise, my travel guidelines will apply and you'll need to arrange the meeting location. I'll gladly travel to you but you'll need to pick up my travel costs. It's pretty standard and everything is doable. My travel guidelines are outlined within my 'Rules of Engagement'.

We have one month to finish the specific project, task or goal, then we have a bonus follow-up session in one-month. Weekly, I will check in on your progress during the month. You know what needs to be done and how

you'll do it, so I will hold you to account to make sure you're on target.

If that works for you, I'll help you set the next big goal that you want to achieve.

Visit our Shop if you'd like to buy this package as a **Gift Card** (the gift of action) for someone special. It makes a great and unique gift idea for; Christmas, Birthday, Anniversary, Mothers Day, Fathers Day, Valentines Day or just because it's a lovely thing to do and who needs an occasion.



PACKAGE 2 –

“THE ONE BIG PROJECT TO COMPLETE IN THE NEXT 3 MONTHS”

DURATION - Three sessions over three months.

COST - \$825 per month incl. GST for 3-months using direct debit by PayAdvantage (monthly processing fee applies).

SAVE 30% or \$743 with an upfront single payment of \$1,732 Credit cards or bank transfer welcome.

You will have three single sessions; face-to-face meetings with me, in person of between 60min to 120 minutes each. My preference for these sessions is to take place in my office located at 245 St Kilda Road, St Kilda Victoria. Australia.

At my office, we can talk freely and without distraction, removing the worry if our discussion is being overheard by your colleagues and unwanted ears at your workplace or we can Zoom or Skype.

Otherwise, my travel guidelines will apply and you'll need to arrange the meeting location. I'll gladly travel to you but you'll need to pick up my travel costs. It's pretty standard and everything is doable. My travel guidelines are outlined within my 'Rules of Engagement' (Service Agreement).

This package is ideal for a big project that needs three months to complete, probably with some key elements that you are struggling to finalise.

At this point, you have already participated in my Unboxing Session, so we both know what is to be achieved, so let's get it done. We are off and running. Every month for three-months we will meet face-to-face and I'll be working with you closely to ensure you are achieving what's needed to stay on track.

My team will be sending you email and text messages (your preference) to remind you of your upcoming deadlines, milestones and commitments.

During this time, you are welcome to email, text or call me (email and text are quickest), so we can work through any obstacles encountered, you can seek clarity and bounce ideas off me as much as you like.

I'm here for you – right in your corner.

We will measure progress, and hook or by crook, we will achieve your goal(s).

Visit our Shop if you'd like to buy this package as a **Gift Card** (the gift of action) for someone special. It makes a great and unique gift idea for; Christmas, Birthday, Anniversary, Mothers Day, Fathers Day, Valentines Day or just because it's a lovely thing to do and who needs an occasion.



PACKAGE 3 –

“SIX MONTHS OF GETTING STUFF DONE”

DURATION - Six sessions over six months.

COST - \$825 per month incl. GST for 6-months using direct debit by PayAdvantage (monthly processing fee applies).

SAVE 30% or \$1,485 with a upfront single payment of \$3,465 Credit cards or bank transfer welcome.

You will have six single sessions; face-to-face meetings with me, in person of between 60min to 120 minutes each. My preference for these sessions is to take place in my office located at 245 St Kilda Road, St Kilda Victoria. Australia.

At my office, we can talk freely and without distraction, removing the worry if our discussion is being overheard by your colleagues and unwanted ears at your workplace or we can Zoom or Skype.

Otherwise, my travel guidelines will apply and you'll need to arrange the meeting location. I'll gladly travel to you but you'll need to pick up my travel costs. It's pretty standard and everything is doable. My travel guidelines are outlined within my 'Rules of Engagement'.

This package is ideal for a big project that needs six-months to complete, probably with some key elements that you are struggling to finalise.

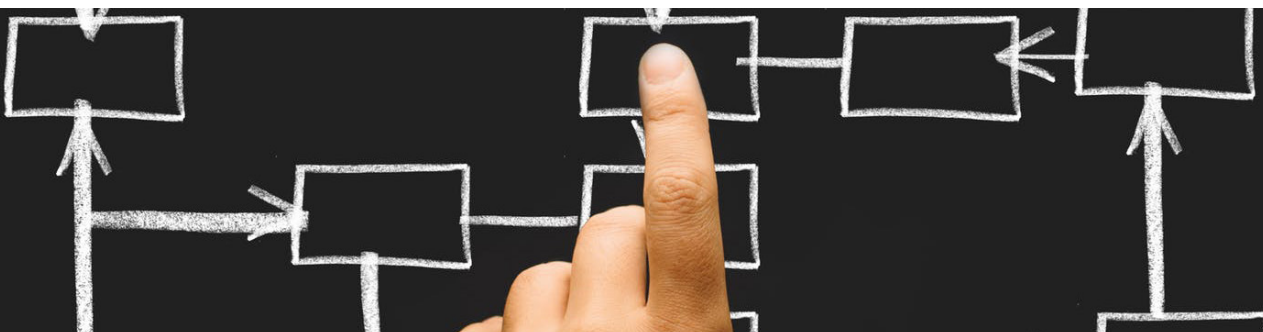
At this point, you have already participated in my Unboxing Session, so we both know what is to be achieved, so let's get it done. We are off and running. Every month for six-months we will meet face-to-face and I'll be working with you closely to ensure you are achieving what's needed to stay on track. My team will

be sending you email and text messages (your preference) to remind you of your upcoming deadlines, milestones and commitments.

During this time, you are welcome to email, text or call me (email and text are quickest), so we can work through any obstacles encountered, you can seek clarity and bounce ideas off me as much as you like. I'm here for you – right in your corner.

We will measure progress, and hook or by crook, we will achieve your goal(s).

Visit our Shop if you'd like to buy this package as a **Gift Card** (the gift of action) for someone special. It makes a great and unique gift idea for; Christmas, Birthday, Anniversary, Mothers Day, Fathers Day, Valentines Day or just because it's a lovely thing to do and who needs an occasion.



PACKAGE 4 –

“A YEAR OF ACCOUNTABILITY THAT CHANGES EVERYTHING”

DURATION - Twelve sessions over twelve months.

COST - \$825 per month incl. GST for 12-months using direct debit by PayAdvantage (monthly processing fee applies).

SAVE 30% or \$2,970 with a upfront single payment of \$6,930 Credit cards or bank transfer welcome.

This is the grand-daddy of accountability. If you want to get a severe amount done in a year, this is the package for you. With my driving you from an accountability point of view, we need to aim high and kick many goals in your twelve-month period. You will have twelve single sessions; face-to-face meetings with me, in person of between 60min to 120 minutes each. My preference for these sessions is to take place in my office located at 245 St Kilda Road, St Kilda Victoria. Australia.

At my office, we can talk freely and without distraction, removing the worry if our discussion is being overheard by your colleagues and unwanted ears at your workplace or we can Zoom or Skype.

Otherwise, my travel guidelines will apply and you'll need to arrange the meeting location. I'll gladly travel to you but you'll need to pick up my travel costs. It's pretty standard and everything is doable. My travel guidelines are outlined within my 'Rules of Engagement'.

This package is ideal for a big project that needs twelve-months to complete, probably with some key elements that you are struggling to finalise.

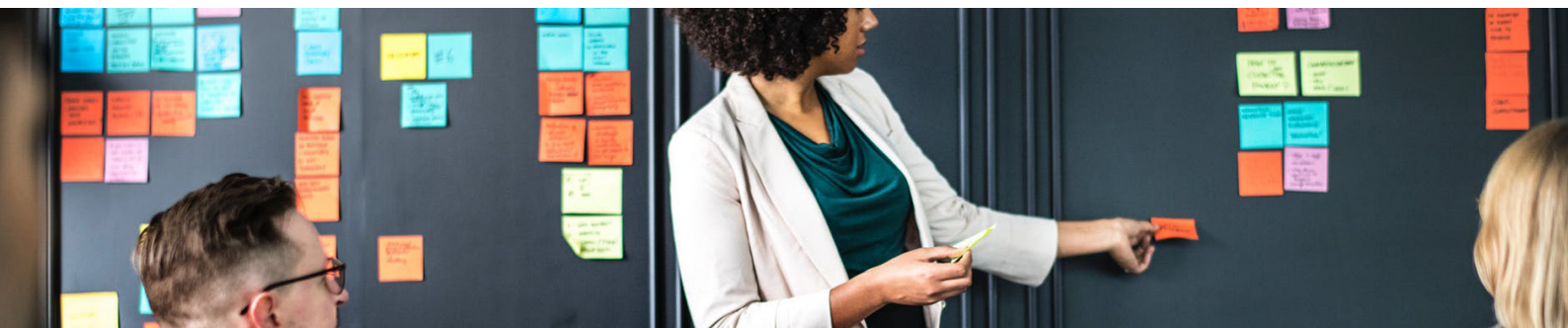
At this point, you have already participated in my Unboxing Session, so we both know what is to be

achieved, so let's get it done. We are off and running. Every month for twelve-months we will meet face-to-face and I'll be working with you closely to ensure you are achieving what's needed to stay on track. My team will be sending you email and text messages (your preference) to remind you of your upcoming deadlines, milestones and commitments.

During this time, you are welcome to email, text or call me (email and text are quickest), so we can work through any obstacles encountered, you can seek clarity and bounce ideas off me as much as you like. I'm here for you – right in your corner.

We will measure progress, and hook or by crook, we will achieve your goal(s).

Visit our Shop if you'd like to buy this package as a **Gift Card** (the gift of action) for someone special. It makes a great and unique gift idea for; Christmas, Birthday, Anniversary, Mothers Day, Fathers Day, Valentines Day or just because it's a lovely thing to do and who needs an occasion.



PACKAGE 5 –

“MY BESPOKE & CUSTOMISED PROGRAM”

DURATION – *Three, six or twelve month program.*

FREQUENCY – *As often as you’d like.*

COST – *To be calculated once the brief is understood. A formal proposal will be submitted following our Unboxing Session*

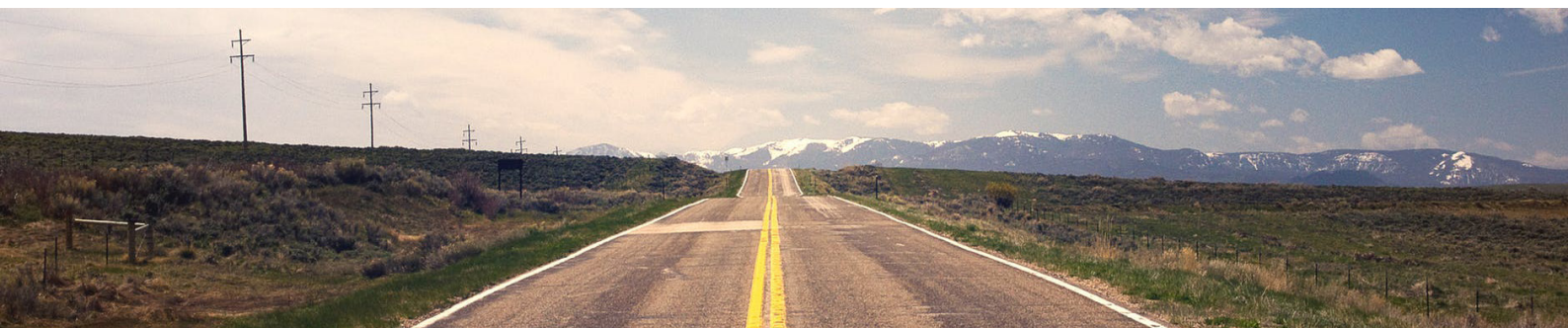
The bespoke and customised program which has been created to address the specific needs of an individual or organisation who are wishing to engage me to deliver any of the following modalities;

- **Business Coaching & Mentoring**
- **Performance & Accountability Coaching**
- **Business Advisory**
- **Ambassadorial Role (brand and/or product)**

Participation at my Unboxing Session (refer above) is at no charge and truly essential for me gain a solid understanding of what you’re looking to achieve and the outcome sought.

The cost of this program will then be outlined in a formal proposal following the Unboxing Session once we both understand the objectives and road ahead.

If you are located outside metropolitan Melbourne, we can Zoom or Skype otherwise my travel guidelines will apply and you’ll need to arrange the meeting location. I’ll gladly travel to you but you’ll need to pick up my travel costs. It’s pretty standard and everything is doable. My travel guidelines are outlined within my ‘Rules of Engagement Agreement’ below.



PACKAGE 6 –

“GROUP ACCOUNTABILITY FORUM”

DURATION - Three, six or twelve month program.

COST - \$160 per person, per session incl. GST

GROUP SIZE - Ideally 3px-7px including the organiser.

My ‘Group Accountability Forum’ is ideal for; project teams, departments, alumni, networking groups, management teams, leadership groups, board members or other like-minded people who wish to collaborate and bring the best out of each other and their teams. This offering is unique; you invite your own participants to join the Forum and my role will be your ‘Forum Facilitator and Chairperson’.

Each session is up to 120 minutes, held at either; my office, your office or via Zoom at an agreed frequency throughout the year e.g. monthly, bimonthly or quarterly. Whatever works for your group, we can discuss what’s best if you’re unsure.

If you are located outside metropolitan Melbourne we can Zoom, or my travel guidelines will apply and you’ll need to arrange the meeting location. I’ll gladly travel to you but you’ll need to pick up my travel costs. It’s pretty standard and everything is doable. My travel guidelines are outlined within my ‘Rules of Engagement’.

For Melbourne participants, Forum members should find a suitable and convenient meeting location to conduct your meetings. If you need to hire an external meeting room, you are all welcome to use the facilities at my office. I’m located at CoWork Me – 245 St Kilda Road, St Kilda. Victoria Australia.

At my office, we have several wonderful meeting and

board rooms which I can book for you. This enables the Forum members to talk freely and without distraction. It also removes the worry of unwanted ears overhearing private and confidential discussions taking place. This is a safe environment.

There is NO COST for the room booking, it’s included in my fee. However, a cancellation fee of \$220 including GST applies to all room bookings cancelled less than 48-hours before the scheduled event.

By selecting the Forum members, you’ll get to invite those key people you wish to work with. People you respect, who have the necessary skills and share a common interest with you, so you can assist and support each other to achieve your desired outcomes. Forum members agree to follow ‘The Forum’s Group Protocols’ (your rules and code of conduct) by which all Forum members must adhere and comply. This way, we all play nicely together.

My role ensures my independence, an arm’s length distance away and not emotionally connected to outcomes, people or history. My impartiality, means I can call it as I see it, looking inside from an outsider’s perspective.

Action items and your commitment list will be circulated to members prior to each meeting. This ensures everyone’s full accountability. Once completed, each member will discuss their actions and present outcomes to the Forum members for discussion.

To follow up, my team will be sending emails and/or text messages (whichever is your preference) to remind you of the next meeting, upcoming deadlines, actions to be completed and your commitments. perspective.





With the Forum group's consent, all meeting will be digitally recorded to enable my team to create minutes of the meetings which will be distributed. Together with the meeting agenda, circulated to members prior to the next meeting along with their actions and commitments. This ensures everyone's full accountability.

Each Forum member will know exactly what was discussed last meeting, and what were their action items and commitments made. Once completed, each member will discuss their actions and present outcomes to the Forum members.

To follow up, my team will be sending emails and/or text messages (whichever is your preference) to remind you of the next meeting, upcoming deadlines, actions to be completed and your commitments.

A photograph showing the words 'Things to do before' typed in a blue, monospaced font on a white surface. In the foreground, the dark, textured keys of a typewriter are visible, partially obscuring the bottom of the text.

Things to do before

PACKAGE 7 –

“AUTHOR ACCOUNTABILITY PACKAGE”
FOR CLIENTS OF MICHAEL HANRAHAN
PUBLISHING AND ANDREW GRIFFITHS.

DURATION - Planning Session plus three
one-on-one sessions.

FREQUENCY - You choose, depending on
publishing schedule

COST - \$899 incl. GST

This unique offer is only available for authors who have engaged Michael Hanrahan Publishing and/or Andrew Griffiths.

As an author of three bestselling award-winning books myself who has worked closely with both Michael Hanrahan and Andrew Griffiths over a number of years, I know how hard it is to complete the manuscript and submit on time. To make it easier for you, the three-wise men (Michael, Andrew and I) put our collective heads together and have created this ‘Author Ac-countability Package’ which targets;

1. those authors that would like to have full-accountability so they can complete their final manuscript on time.
2. the author who is grappling to complete their final manuscript for lodgment on/before the publishing deadline.
3. those struggling authors who have not yet meet any of the deadlines and just haven’t been able to finish... and they are finally ready to do something about it.

Each session is up to 60min using either Zoom or Skype and you will have three-sessions to finish your specific writing project, to meet your publishing

schedule. My team and I will be on your case to regularly check in on your progress and we will drive you hard for completion. Each session you’ll know what needs to be done, your progress to date and how you’ll do it, so I will hold you to account to make sure you’re on target.

My usual Unboxing Session (see below) is not applicable to this package, so we’ve created a free ‘planning session’ especially for you and we will do it over Zoom or Skype. Online for ‘planning’ will be either Michael or Andrew and me. Together, well will set deadlines and confirm our road ahead.

In the end, your final manuscript will be finished and ready for publishing, soon you will truly be a published author. Congratulations, that is quite an achievement. What’s your next book title, you know you can’t stop now?

Visit our Shop if you’d like to buy this package as a **Gift Card** (the gift of action) for someone special. It makes a great and unique gift idea for; Christmas, Birthday, Anniversary, Mother’s Day, Father’s Day, Valentine’s Day or just because it’s a lovely thing to do, and who needs an occasion.

Gift Certificates Available

Visit our ‘Online Shop’ (www.tickthoseboxes.com.au/shop) if you’d like to buy any of our packages as Gift Cards (the gift of action) for someone special. It makes a great and unique gift idea for; Christmas, Birthday, Anniversary, Mother’s Day, Father’s Day, Valentine’s Day or just because it’s a lovely thing to do but who needs an occasion.



Travel Guidelines

Our preference is always for sessions/programs, forums or services to be face-to-face and in person with Darren Finkelstein. This will ideally take place at our office located at: 245 St Kilda Road, St Kilda. Victoria 3182. Australia.

We have a wonderfully quiet and private office, only 7km from the Melbourne CBD with metered car parking and tram access to and from the city, right out front. We have a host of meeting and board rooms where you are free from distraction, and no risk of our conversation being heard by colleagues and the unwanted ears of others. If you are located outside the metropolitan area of Melbourne, we would need to come to you.

Travel is easy for us. We are happy to undertake regional, interstate or international travel. However, please understand that this shall be your responsibility for the cost and expenses involved so we will ask you for reimbursement for return air-travel ex Melbourne, accommodation (if overnight) and transfers.

Your chosen session/program and service fees and full travel reimbursement (if applicable) must be paid in full before any planned departure by a member of our team.

Alternatively, you are most welcome to book the travel directly yourself, so let's discuss which of these options works best for you.

My airline of choice is: Qantas (Frequent Flyer No: 0518652) or Virgin (Velocity No 1006046874). I prefer not to fly JetStar, unless there is simply NO other airline choice.

Payments Terms

All sessions, programs and Forum fees are to be paid within seven (7) days from receipt of Tax Invoice and are subject to your acceptance and execution of our standard 'Rules of Engagement (Service Agreement)'.

The 'Group Accountability Forum' organiser, shall be ultimately responsible for collecting payment from their invited Forum members.

If travel is required, all payments for our session/program or services, together with any travel reimbursement is to be paid in full by you, before our team member departs Melbourne for your session.

How to Pay

We offer pay by the month direct debit via *PayAdvantage, or SAVE 30% off our annual fee, using our early payment discount for paying your full program fee upfront.

We accept the following three (3) methods of payment:

1. Credit Cards

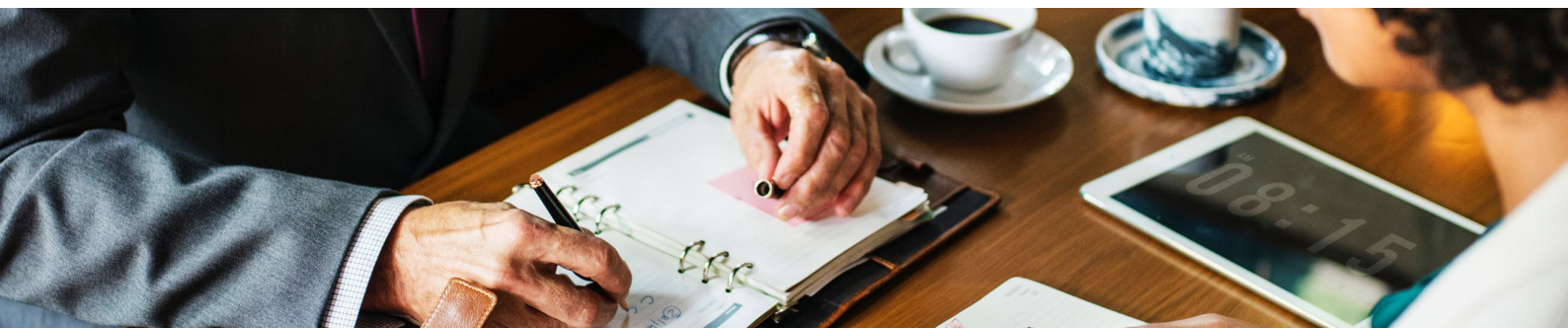
Amex, Diners, Visa or MasterCard are accepted over the phone or in person at our office.

2. Bank Transfer

Our banking details are:

Bank: National Australia Bank

International Swift Code: NATAAU33



BSB: 083-231

Account No: 53-588-1668

Payment reference: *Your invoice number or surname.*

3. Website

Please click 'Pay your bill' button on our website and follow the instructions for using our Stripe secure payment gateway which accepts all major credit cards and PayPal.

Missed Payment

If payment is not received by the date due or there is a problem with the payment transaction or method, you will be notified by e-mail and my office will call you and your Sessions/Programs or Services will be placed on hold until payment is received. If no payment is made within a seven (7)-day grace period, the Sessions/Programs or Services will automatically terminate and you will forfeit any remaining Coaching Sessions and Program access.

Payments must be received at least 24-hours prior to the first scheduled Coaching Session, otherwise, the Coaching Session is cancelled and cannot be made up until payment resumes.

Refund Policy

We want you to be happy with your Sessions/Programs or Services. If for some reason you are not satisfied **YOU MAY STOP** attending the Sessions/Programs or

Services at any time, whether or not you have completed all of your allotted Coaching Sessions. Because we will have invested considerable time and effort in your Sessions/Programs or Services, should you decide to withdraw for any reason, you will remain fully responsible for all payments and the full cost of the Sessions/Programs or Services. No refunds will be provided.

Termination

The client may terminate this Agreement at any time with thirty (30) days written notice. If the Client terminates the Agreement, the client remains financially responsible for the full cost of the remaining Sessions/Program or Services and must immediately make any payments that are due in arrears. No refunds will be provided.

All the terms of this Agreement, including all Investment, Refund Policy, and Intellectual Property terms, will still apply even after termination. In the event of any circumstances beyond control of Darren Finkelstein or Tick Those Boxes Australia such as, community disaster, a fire, or situation in which the continued provision of services under this agreement would substantially interfere with Darren Finkelstein or Tick Those Boxes Australia duty of service to its clientele, Darren Finkelstein or Tick Those Boxes Australia reserves the right to suspend performing their obligations under this agreement immediately and until such time as Darren Finkelstein or Tick Those Boxes Australia determines that the circumstances are again suitably available and safe.

In such event and providing circumstances permit, Darren Finkelstein or Tick Those Boxes Australia shall give notice not less than twenty-four (24) hours.





Confidentiality

All information exchanged during the Sessions/ Programs or Services will be kept strictly confidential. We will not disclose confidential information that you share with the Company during the Sessions/Programs or Services or to anyone else without reason to know such information, unless required by law, ethics, or upon written authorisation by you.

Intellectual Property Rights

Darren Finkelstein and Tick Those Boxes Australia retains all ownership rights to the materials provided during your participation in the Sessions/Programs or Services. The copyrighted and original materials you are provided are for your individual use only and with a single-user license. You are not authorised to share, copy, distribute, or otherwise disseminate any materials received from me electronically or otherwise without my prior written consent.

All intellectual property, including the pending Trade Mark for “Tick Those Boxes - your accountability coach” including Sessions/Programs or Services materials, shall remain the sole property of The Company. Not grant of a license in these materials is granted or implied.

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial or personal purposes, any portion of the Sessions/Programs or Services including any of the Sessions/Programs or Services materials.

Personal Responsibility, Disclaimer & Release of Claims - Personal Responsibility and Assumption of Risk

You acknowledge that you take full responsibility for your well-being and all decisions made before, during and after your Sessions/Program or Services. We have used care in preparing the information provided to you, but all of my information, Sessions/Program or Services are made available to you as marketing and

business tools for your own personal use and for informational and educational purposes only. You accept full responsibility for your choices, actions, and results, and expressly assume the risks of the Sessions/Program or Services for your use, or non use, of the information provided to you. You also understand that you are expressly assuming all of the risks of the Sessions/Program or Services, whether or not such risks were created or exacerbated by the Sessions/ Program or Services.

Disclaimer

Darren Finkelstein and Tick Those Boxes Australia or its representatives, explicitly states that while serving in the role of a Business/Accountability Coach or business Advisor, we are not, nor are we holding ourselves out to be, a lawyer, solicitor, accountant, licensed financial advisor, therapist, counselor, economist, doctor, or any other kind of position in any way at any time before, during or after your Sessions/ Program, Forum or Services. Nothing contained in this Sessions/Program, Forum or Services is intended to be a substitute for other business tools and services you may need. We are not providing legal or financial advice to you in any way. You should always seek the advice of your own lawyer, solicitor, accountant or licensed financial advisor regarding your own legal and financial situation.

Limitation of Liability, Indemnification, and Release of Claims Darren Finkelstein and Tick Those Boxes Australia or its representatives will not be held responsible in any way for the information that you request or receive through this Sessions/Program or Services.

By signing this ‘Rules of Engagement’ (Service Agreement) you fully and completely hold harmless, indemnify and release Darren Finkelstein and Tick Those Boxes Australia its employees, shareholders, directors, staff, consultants, subcontractors, agents, or anyone affiliated with us from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or



equity, that you ever had, now have or will have in the future against me or us, arising from your participation in or in any way related to the Sessions/ Program, Forum or Services, even if we were aware in advance of the possibility of any such claim.

Warranties & Indemnities

The Company agrees that the Services of the Company will be provided in a proper and workmanlike manner and in compliance with the reasonable direction of the Company, to the standard of a professional coach.

You indemnify the Company from and against any costs, damages, loss, or liability of any kind (including legal costs and disbursements in defending or settling the claim giving rise to same) however suffered or incurred by the Company by virtue of the provision of the Services or any breach of this agreement by the Company.

Such indemnity contained in cl 6.4 extends (without limiting the generality of the foregoing) to any costs, damages, loss or liability (including legal costs and disbursements in defending or settling the claim giving rise to the same) incurred by the Company by virtue of any injury or disability suffered by any employee or subcontractor of the Contractor, arising by whatever legal theory (whether statutory, tortious or otherwise) as a result of the services of the Company.

Notice

All correspondence or notice required regarding the Sessions/Program or Services shall be made to Darren Finkelstein or Tick Those Boxes Australia and to the Client at the email address provided during enrollment in the Program. Should the Client's email address or contact information change at any time throughout the course of the Sessions/Program or Services, it is the Client's responsibility to update the contact information within 72 hours.

Modification of Agreement

Any modification of this Agreement or additional obligation assumed by any Party in connection with this Agreement shall be binding only if evidenced in a writing signed by each Party.

Assignment

Neither this Agreement nor any other rights or obligations under this Agreement shall be assigned or otherwise transferred.

No Waiver

The failure to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the right to later enforce and compel strict compliance with every part of this Agreement.

Effect of Partial Invalidity

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

Dispute Resolution

Client and Coach will do their best to work out any differences through a phone conversation or via email. However, should a dispute ever arise between us, we agree now that we will submit to binding arbitration before a single arbitrator, selected jointly. Prior to seeking arbitration, the Client must submit your complaint to me with full details about your dissatisfaction with the Program via e-mail to me at df@tickthoseboxes.com.au or questions@tickthoseboxes.com.au

The Client understands that the only remedy that can be awarded to you through arbitration is a full



refund of your Payment made to date. No award of consequential or of any other type of damages may be granted. Any judgment on an arbitrator's award, if made, is binding and may be entered into any court having the appropriate jurisdiction. Arbitration will be held in the State of Victoria; Australia and the prevailing party shall be entitled to all reasonable legal fees and costs necessary to enforce the Agreement.

Non-Disparagement

In the event of a dispute between Client and Coach, Client agrees not to engage in any conduct or communications, public or private, designed to disparage the Sessions/Program or Services of Darren Finkelstein or Tick Those Boxes Australia. Where requested by law or arbitration, of course, Client is not prohibited from sharing their thoughts and opinions as a part of the legal process. By signing this Agreement, we are both acknowledging that we have read, understand, agree to and accept all of the terms of this Agreement. Your Sessions/Program or Services will not begin until this signed document has been received, and payment has been made.

Nondisclosure Obligations

You agree to hold the Confidential Information provided by Darren Finkelstein or Tick Those Boxes Australia in confidence. Without limiting the generality of the foregoing, the Client, further promises and agrees:

(A) To take commercially reasonable measures to protect and safeguard the Confidential Information that it receives against unauthorized use, dissemination, publication or disclosure;

(B) not to use any of the Confidential Information except in connection with the execution of the Consulting Services; and

(C) not to, directly or indirectly, in any way, reveal,

report, publish, disclose, or transfer any of the confidential information except to its affiliates, principals, employees, consultants, representatives, accountants, agents, co investors, advisors, legal counsel, lenders, investors, officers and directors, or as otherwise specifically authorized by the Company (collectively, "Representatives").

Non-Solicitation of Employees

The Client will not specifically solicit for hire or poach Darren Finkelstein or Tick Those Boxes Australia employees, agents, consultants' advisors, independent subcontractors, partners, directors or anyone other- wise having an interest in employment or a business relationship.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Australia in the state of Victoria.

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and any prior understanding or representation of any kind shall not be binding upon any Party, except to the extent incorporated in this Agreement.

ACCEPTANCE OF THIS AGREEMENT

SIGNING PAGE

If you agree to the terms and conditions of this Rules of Engagement (Service Agreement) and understand that you are bound by them, please complete and sign below as confirmation of your decision to proceed and engage Tick Those Boxes Australia for sessions/programs/forums or services as outlined.

I (insert full name) _____

OF

Company (insert company name) _____

LOCATED AT

Address (insert full address) _____

I agree to participate in the aforementioned session/program, forum and services and accept the terms and conditions as outlined within this Rules of Engagement (Service Agreement).

I confirm that I am authorised to enter into this agreement and agree to pay the professional services fees as outlined as and when they fall due at the presentation of a Tax Invoice.

Signed by (the Client):

X _____

Insert name of Client: _____

For and on behalf of:

Date: _____

Witnessed by (the Company):

X _____

DARREN FINKELSTEIN

For and on behalf of:

Tick Those Boxes Australia

Date: _____

