



Rules of Engagement Agreement (Service Agreement)

Effective 1st March 2020

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 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

- ✓ Be punctual for each session, ensuring you arrive on time and with 100% focus. Constantly being late is both; unprofessional and unacceptable.
- ✓ 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.



Schedule and Timing

Contacting the company and being accessible and attentive to our clients is a priority. If you need to reach the company between coaching Sessions/ Programs or Services, please contact us at any time via mobile +61 418-379 369 or email: questions@tickthoseboxes.com.au

We will do our best to respond to your 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, otherwise it will be forfeited.
- The client agrees to submit all: pre work, To-Do Tasks, Actions Items and/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 scheduled 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 a 'No-Refund Policy' on any Sessions/Program, Forum or Services, and will use your time wisely.

All prices shown include GST and formal Tax Invoices will be issued.

Travel Guidelines

Our preference is always for sessions/programs, forums or services to be conducted via Zoom, or mobile phone if your internet connection is not reliable.

Alternatively, we welcome face-to-face in person meetings with Darren Finkelstein at your location, but only if you are located in the Melbourne metropolitan area. If you are located outside Melbourne, we can come to you. Travel is easy for us and everything is doable. We are happy to undertake regional, interstate or international travel.

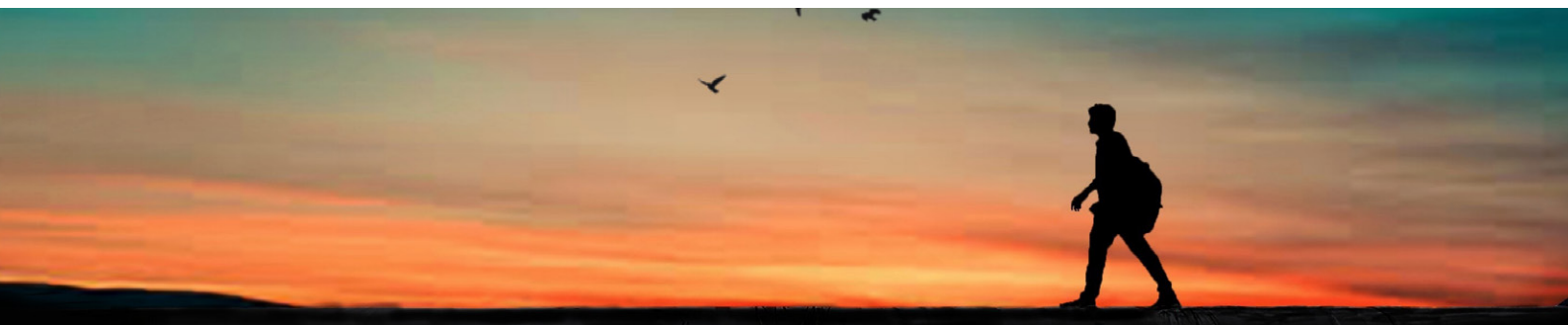
Please understand that travel is your responsibility for the cost and expenses involved if you are not in Melbourne. As such, we shall seek reimbursement for return air-travel ex Melbourne, accommodation (if overnight) and Taxi or Uber transfers.

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

You are most welcome to book the travel directly yourself, let's discuss which of these options works best for you. My airline of choice is:

- ☑ Qantas (Frequent Flyer No: 0518652)
- ☑ Virgin (Velocity No 1006046874)

My preference is NOT to fly JetStar, unless there is simply NO other airline choice.





How To Pay

We accept the following three (3) easy payment methods.

1. Credit Card

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

2. Pay-By-Month Direct Debit

We offer PayAdvantage; a safe, simple and automatic reoccurring monthly direct debit from your selected credit card or bank account for the duration of your package sessions. PayAdvantage charges a small surcharge/fee for this service, which will be added to your monthly direct debit.

3. Bank Transfer

– Pay the full program fee upfront in full, to receive a nifty 10% early payment discount.
Ask us to calculate your savings?

Missed Payment

If payment is NOT received by the date due, or there is a transfer problem; a bank dishonour or payment rejection, you will be notified immediately.

Until this resolved, all of your Sessions/Programs or Services will be placed ON HOLD until payment in full is received.

If NO payment is received with clear funds within a three (3)-day grace period, the Sessions/ Programs or Services will automatically be terminated and you will forfeit any/all remaining sessions/programs or forum.

Access to your online services we provide e.g. Your Trello Board, will be disconnected immediately.

Payments must be received at least 24-hours prior to your first scheduled session, otherwise the coaching session may be canceled.

Refund Policy

We want you to be happy with your Sessions/Programs or Services. For any reason that you are not satisfied you may STOP the remainder of Sessions/Programs or Services at any time, giving one-months notice by email.

Exclusions: Our Refund Policy DOES NOT apply to any of my Customised & Bespoke packages, Author Accountability or my Group Accountability Forums (Mastermind) Programs as these have been tailored to meet your specific needs.

If you use our PayAdvantage direct debit system, your direct debit will be cancelled 30-days after the date of your termination email receipt. NO refunds will be provided for those who have paid in full, in advance, however, credit vouchers will be issued and are fully transferable to others.

Termination

The client and/or the coach may terminate this Service Agreement at any time with one (1)-months written notice by either party. Our Refund Policy and program exclusions are outline above. Please ensure you read and understand this.

All the terms of this Service 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, burglary, illness or a 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 and/or You 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.

Our Confidentiality Policy always remain in place even after you have completed or terminated your Sessions/Programs or Services with Tick Those Boxes Australia.

Our Confidentiality Policy applies both ways and the Client shall not disclose confidential information about the Company, Sessions/Programs or Services or to anyone else without reason to know such information, unless required by law, ethics, or upon written authorisation by the Company.

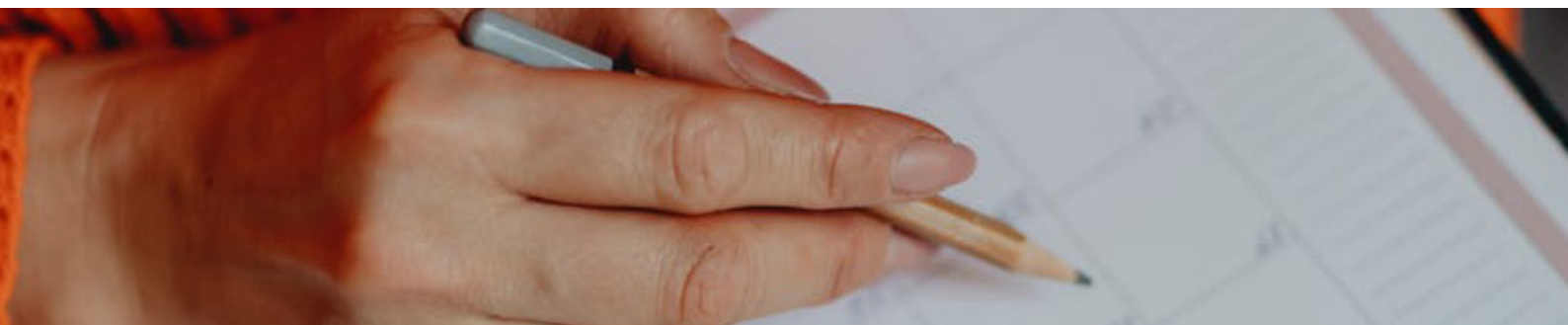
Intellectual Property Rights

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 copyrighted Sessions/Programs or Services materials, shall remain the sole property of Darren Finkelstein and Tick Those Boxes Australia, and no license to sell or distribute my 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 Coach, we are not, nor are we holding ourselves out to be, a lawyer, solicitor, accountant, licensed financial advisor, therapist, counsellor, 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 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.

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 enrolment 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.



Tick Those Boxes Australia
M +61) 0418-379 369
E df@tickthoseboxes.com.au
www.tickthoseboxes.com.au
ABN: 21 103 787 352

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 the company with full details about your dissatisfaction with the Program via email to me at df@tickthoseboxes.com.au 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, coinvestors, advisors, legal counsel, lenders, investors, officers and directors, or as otherwise specifically authorized by the Company (collectively, “Representatives”).

Entire Agreement

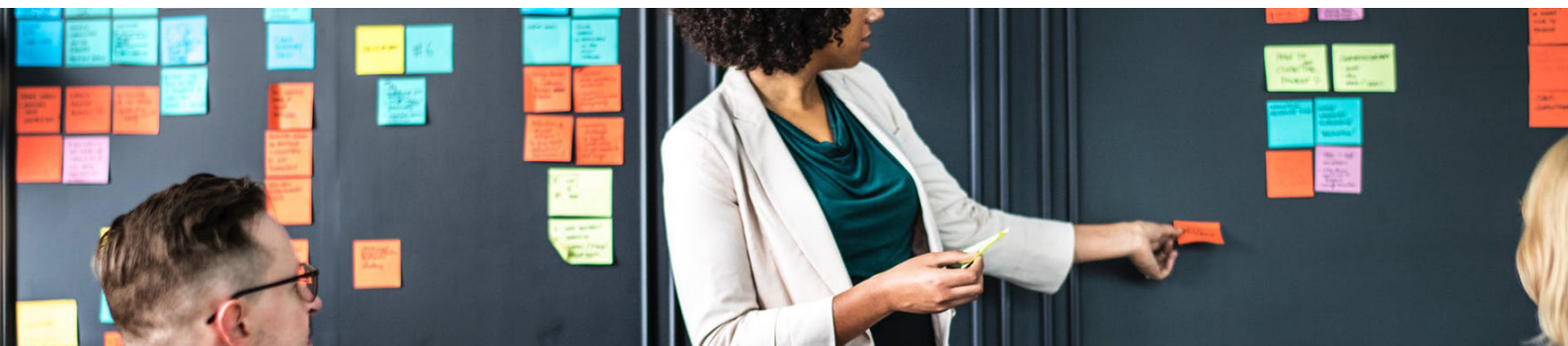
This Agreement constitutes the entire agreement between the Parties and any prior understanding or representation of any kind shall not be binding upon any Party, except to the extent incorporated in this Agreement.

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 otherwise 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.





ACCEPTANCE OF THIS AGREEMENT

SIGNING PAGE

If you agree to the terms and conditions of this Rules of Engagement Agreement (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 discussed and agreed.

I (insert full name) _____

OF

Company (insert company name) _____

LOCATED AT

Address (insert full address) _____

HAVE CHOSEN

Package Type _____ (please write chosen package)

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

Signed by (the Client):

Witnessed by (the Company):

X _____

X _____

Insert name of Client: _____

DARREN FINKELSTEIN

Date: _____

For and on behalf of Tick Those Boxes Australia

Date: _____

