



Relationship between the listed and/or trained coach and MyPrivateCoach - Contract -

This document (*last update 29/03/06*) lists the obligations and commitments taken by both parties.

- You agree that Delaware law, excluding conflict of laws principles, will govern this agreement, and that any claim or suit arising out of or related to this agreement must be brought exclusively in federal or state courts located in Delaware, Delaware. You consent to the exclusive jurisdiction of such courts.
- You agree to assume full responsibility for your decision to use MyPrivateCoach Certification Program, marketing services (your page) and affiliated services. Speron offers the MyPrivateCoach service "as is" and disclaims any implied warranties including for merchantability, fitness for a particular purpose, and non-infringement.
- You agree that in no event will Speron be liable to you for any special, incidental or consequential damages.
- You agree that you are responsible to pay all applicable taxes, and to obtain all relevant licenses and permits associated with the legal operation of your enterprise. Furthermore, you agree to indemnify and hold Speron harmless for any damages or costs incurred as a result of your violation of any law, regardless of whether they are actual, incidental, consequential, or punitive.
- You agree to be bound by all of the terms and conditions set forth at the MyPrivateCoach web site.
- If you promote products and programs listed on MyPrivateCoach website, then:
 - You agree to make no such promotions that suggest or imply any warranty or other policy that might conflict with MyPrivateCoach Money Back Guarantee or any commercial policy.
 - You agree to make no such promotions via email or instant messaging to any individual who has not explicitly requested to receive such messages specifically from you or your company.
 - You agree to make no such promotions that suggest or imply any false or misleading information regarding your identity. For example, promotional email message headers must be authentic and valid, with accurate From, Subject, and Removal or Opt-Out information.
 - You agree to make no such promotions that use mousetraps, such as windows that spawn new windows or otherwise resist being closed.
 - You agree that all such promotions will be fully compliant with US laws, including US federal and state laws regarding network abuse, unsolicited messaging, and FTC Advertising Rules and Disclosure Rules.
- If you create and/or list a program or a product with MyPrivateCoach, then:



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- You agree that MyPrivateCoach may list your product in its online and printed catalog and make it available for purchase by clients.
 - You understand that MyPrivateCoach may adjust the final retail price (including any applicable sales tax) of that program/product.
 - You understand that MyPrivateCoach may delist any program/product from its catalog at any time, without cause or notice.
 - You agree to provide MyPrivateCoach with a valid email address (in addition to your email address [@myprivatecoach.com](mailto:myprivatecoach.com)), to which MyPrivateCoach staff can send inquiries and receive a non-automated reply by end of the following business day.
 - You agree to provide your clients with appropriate technical support pages for your product and maintain your coach program page with updated information.
- You understand that the Company may temporarily hold or permanently seize all funds in your MyPrivateCoach account if we determine that your account is associated with:
 - Illegal activity, or
 - Flagrant disregard for MyPrivateCoach rules, or
 - Lawsuits directed at the Company or its employees, or
 - Legal threats, abusive language, harassment, or other antisocial behavior directed at the Company, its employees, or their families.
 - You understand that the Company may temporarily hold any portion of the funds in your MyPrivateCoach account if we determine such action is needed to secure the payment and performance of all liabilities, obligations, and indebtedness you may incur with the Company.
 - You understand that the Company reserves the right to modify the MyPrivateCoach Client Contract at any time.
 - "The Coach" refers to the individual who has signed up to:
 - be listed as a coach on MyPrivateCoach website
 - receive the coaching training and certification provided by MyPrivateCoach, and wishes to be listed as a coach on MyPrivateCoach website.
 - A coach for My Private Coach is a contractor (not employee's) of Speron Inc. Nor is he/she an employee of any companies DBA under the Speron Inc. umbrella. As a contractor, a coach may terminate his or her agreement at any time for any reason (after the initial one-year commitment). Speron Inc. reserves the right to terminate its relationship with a coach for any reason. **The coach is responsible to buy the necessary business/personal insurance covering his/her line of trade: coaching.**
 - **Cost to be listed as a coach on MyPrivateCoach (requires that the coach be already certified by an ICF accredited training school):**
 - \$495 for one category (Business or Life or Weight Loss or Relationship Coaching)
 - \$795 for two categories
 - \$995 for three categories
 - **Cost to be trained as part of our Training & Mentorship Program: \$1595 or \$1690 or \$1980 depending upon payment choice.**
 - **Monthly Fee: \$49.95 (one-year commitment, auto-renew).** This covers all services described on the following webpage, in the "Monthly fee: \$49.95. This covers:" paragraph: www.MyPrivateCoach.com.about/coaches_directory.php



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The Coach must ensure there are sufficient funds in the account being charged for this monthly fee. Each declined transaction will be charged a \$5/resubmit administrative fee.

- There is a \$75 (+S&H) charge for your Certified Coach diploma, should you wish to order one.
- **Purchasing the Training & Mentorship program implies acceptance of Speron Inc.'s Relationship between the coach and MyPrivateCoach – contract-, Reciprocal NDA, Speron Inc.'s Terms of Use and Speron Inc.'s Privacy Policy.**
- The Coach will need good Internet access, phone access and IM.
- **Revenues:** the Coach will receive 10% for each coaching client brought on board.
- **Revenues:** The Coach will receive 60% for each coaching client to whom he/she is providing coaching services.
- This represents a 70% potential for revenues per coaching program, assuming the Coach brings the client and provides the coaching.
- Definition: "To bring a client" = the client signs up directly from coach's page without requesting a free session.
- Definition: "To provide coaching programs" = the coach provides 100% of the coaching services.
- **Revenues:** if the Coach brings another coach onboard (New Coach), the Coach will receive 15% of all Coach Listing or Training Fees. This excludes the monthly maintenance fee.
- **Payments:** Payments of commissions will be made on the 10th of the month following the revenue-generating month. Payments will be mailed by checks at the address provided with the credit card when the Coaching Certification was purchased. If you would like to change this address, please write to billing@myprivatecoach.com with change of mailing address in the Subject Field. State your former address (must match the one for your credit card billing address) and the new one you would like to use. Payments will only be sent if the amount is over \$25. All amounts below this threshold will be carried over to the next period. In the event the Coach would leave MyPrivateCoach (after the one-year commitment), all remaining commissions will be paid on the 10th of the month following departure month. As an affiliate/independent contractor, you are responsible to incorporate, if necessary, all revenues generated through MyPrivateCoach into your taxable revenues.
- **Liability:** the Coach is neither an employee of Speron Inc nor an employee of MyPrivateCoach. As such, he/she will not receive any professional liability protection. The Coach is strongly encouraged to purchase professional liability coverage with his carefully chosen insurer. In the event no insurer is found which can provide coverage for coaching activities, note that the International Associations of Coaches offers such a service: http://membership-benefits.com/Liability_Insurance.htm. Speron Inc. will not assume any liability for activities of its affiliate coaches and does not endorse the Liability Coverage Plan offered by the International Association of Coaches.
- MyPrivateCoach marketing campaigns will prevail on any other previously published prices. The Coach accepts that from time to time, MyPrivateCoach reserves the right to offer discounted coaching programs. The Coach cannot refuse these marketing procedures.
- The Coach hereby releases his/her background information and photos for use by MyPrivateCoach on the website www.MyPrivateCoach.com, on coaching banners and on marketing campaigns.



- All materials submitted to MyPrivateCoach become property of Speron Inc unless otherwise agreed upon between MyPrivateCoach's CEO, Valerie Orsoni-Vauthey, and the coach (articles, marketing texts, and graphical creations).
- The Coach can propose his/her own Coaching Programs in the event that none of the actual programs serve a specific need. MyPrivateCoach reserves the right to accept or reject any proposals in order to maintain the integrity of its offer.
- The Coach has to sell his/her coaching services at the published priced on MyPrivateCoach website. The Coach determines the pricing level of his/her programs.
- The Coach is responsible for all purchasing and maintenance costs pertaining to his/her Internet access, telephone plan and equipment (including but not limited to: computer, faxes, phone, printer, etc...)
- MyPrivateCoach reserves the right to terminate its relationship with any coach whose service level has led to more than 3 complaints by one or more clients or to the loss of one client (whichever comes first).
- Client Acquisition: MyPrivateCoach will share with its coaches an undefined number of business leads via email (shared on a first come first served basis). Once a coach has been assigned to these leads, it is his/her responsibility to maintain a constant relationship with this client until a coaching program has been signed up for.
- The Coach should not rely solely on MyPrivateCoach as a unique source of revenues.
- The Coach is encouraged to open up his/her mailing list when he/she wants to send out a marketing campaign. MyPrivateCoach can very quickly put together a dedicated marketing campaign; which will be FREE of charge when targeted to new prospects.
- **Marketing Tools for the Coach:**
 - The Coach gets his/her **email address** at MyPrivateCoach along with POP3 access - included in monthly fee -
 - The Coach gets a **personalized webpage** (which will be completed upon reception of all needed elements – described on your Exchange Webpage) – included in monthly fee – Limited to 2 programs. Any additional program is charged at \$15/month.
 - The Coach can sign up **as many prospects as desired** to the Daily Boosts – included in monthly fee -
 - The Coach can order personalized business cards.
 - The Coach can order glossy high-quality flyers for the cost of \$99/100 flyers or \$300 for 5,000 postcards.
 - More marketing tools are available and listed on the Coach's Page.
 - The Coach can also be featured in a dedicated mailing campaign sent out to the entire customer base of MyPrivateCoach. First time is FREE. Then, the cost will be \$99/campaign (all-included except imaging costs if needed).
- **Code of Conduct:** It is expected that the Coach will behave and correspond with clients in the most agreeable manner. MyPrivateCoach will not tolerate any exchanges containing any improper words (including, but not limited to: racism, religious insults/comments, psychological comments and appreciations beyond what is commonly accepted within the scope of a Coaching Program, physical comments beyond what is commonly accepted in a Weight Loss Coaching Program and any comments that would be judged as insulting by our clients). Any coach who does not respect this code of ethics will see his relationship with MyPrivateCoach terminated immediately.
- **Code of Ethics:** we do not provide coaching programs and services to any person under the age of 18 (21 in some countries). Though coaching services are impossible



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to evaluate from a quantifiable standpoint, we will thrive at bringing the best level of services possible. We cannot be associated with any activities linked with illegal groups and associations. This will vary from country to country. For instance, in France, Algeria or China some religious groups which are tolerated in the USA are considered as sects and vice versa.

- **Side Activities and Use of MyPrivateCoach clients' information:** the Coach commits not to provide similar coaching services (i.e. same title) outside MyPrivateCoach as long as he/she is listed as part of the Coaching Team. Services not related to actual programs are acceptable, though they should never be marketed to MyPrivateCoach clients base without prior approval by Speron Inc.'s CEO, Valerie Orsoni-Vauthey. These services include, but are not limited to: teleclasses and seminars, books, e-books, any other activities that have nothing in common with actual coaching programs.
- The Coach commits him/herself not to take away from MyPrivateCoach any clients' information. Clients contact information is considered sole property of MyPrivateCoach.
- The Coach will not use the logos, images and proprietary content from MyPrivateCoach elsewhere without approval from Speron Inc.'s CEO, Valerie Orsoni-Vauthey.
- This contract will be updated regularly and posted on the Coach Webpage. It is the Coach's duty to verify if he/she has read the latest version on his/her Coach Webpage.

I agree with all these terms and conditions as well as with your privacy policy and your Terms of Usage as published on the home page of MyPrivateCoach.com

First Name:

Last Name:

Date:

Signature: