



The Passion Centre, Inc. “Program Facilitator and Client” Agreement for the Passion-Centred™ program: Phase 2: Executive Growth & Development program: 12 Sessions Programmatic Coaching – UnBlocked and 7 Days To Passion Clarity

Qualification: Kira Day (the “Coach/Facilitator”) of The Passion Centre, Inc. (the “Company”) has been trained and certified by the Canadian Coaches Federation and has taken all necessary coaching and Neuro Linguistic Programming (NLP) requirements to be able to work with you through the content and context of this proprietary program. More importantly, she has acquired the necessary life/professional experience to navigate and guide you through the specifics of what you are looking to her for guidance on. Further all Coaches and Facilitators affiliated with the Company has been trained in the Company’s Passion-Centred™ Human Inner Design & Experiential (HIDE) Model.

This Agreement for Coaching Services and Course Material covered in phase 1 are for the 7 Days To Passion Clarity Bootcamp and Extended UnBlocked is entered into on this **Monday, November 18th, 2024** between Kira Day (“Coach/Facilitator”) whose full registered address is 185 Legion Road North, Etobicoke, Ontario, Canada, M8Y 0A1 and **Martin Shaw (“Client”)** whose full registered address is:

In consideration of the mutual covenants, and upon the conditions, set forth herein, the Client requests and the Coach agrees to provide coaching services as follows:

Virtual Group Or Individual Coaching Sessions

All virtual group coaching sessions purchased are **(90)** ninety minutes in duration, Sessions will be accessible throughout the duration of the program and will be removed within one month of the program completion.

The Client acknowledges and agrees that all virtual group coaching sessions will be recorded for the purpose of improving the Services and to protect the rights of all registered and participating clients in the case of a dispute or illegal activity. Recordings (if permitted by both parties) will only be used for the purposes of program offering improvement and will not be shared, provided to or disclosed to any individuals, companies or representatives outside of The Passion Centre, Inc. and its program offering, unless requested and approved by Client in writing.

Description of Coaching/Facilitation in the Services: Coaching/Facilitating is a partnership (defined as an alliance, not a legal business partnership) between the



Coach/Facilitator and the Client. The custom designed Services have been built on three disciplines in mind; self-discovery, professional coaching, private counseling (limited to specialized programming and conducted by licensed professionals) and business practices. It is created to facilitate the deeper exploration of a self-directed path to fulfill personal and/or professional/business goals, or transitional goals. Using an innovative holistic and functional modality that is created through introspection, extrospection and proprietary programmatic coaching, learned theory, experiential learning and instructional insights. Combined, this methodology leaves participants with clarity around their goals and Passion-Centred™ direction to move towards building out healthy personal and/or professional paths.

Services You agree to engage in the Services through (online video) meetings and the (virtual) course platform. Coach/Facilitator will be available to you by the virtual online platform (The Passion Lab™) created specifically for the Services in between scheduled meetings as defined by this agreement (anytime between the hours of 8am and 8pm Monday-Friday). Questions from any of the course work and assignments will be answered within 48 hours and all scheduled calls and meetings will be determined and arranged ahead of time upon registration.

Phone Calls & Texts

Coaches/Facilitators can make time available between our regular sessions to speak with you during the time you will be working together. **You will have access to an online platform for the Course where you will be posting course work and any questions you have. All questions on the online platform will be answered within 48 hours at no additional charge, all we ask is that you respect the time constraints of your Coach and keep them brief.**

Schedule and Fees

This coaching/facilitator agreement will be valid starting **Friday November 22nd, 2024**, and will be active for a period of **12 x2 hour sessions following, ending Friday February 07th, 2024**. The agreed upon fee will be in the amount of **\$2600.00 (CAD) plus tax, to be paid monthly over a 3 month period**. Agreed upon payment schedule is as follows:

- Prior to November 22nd: \$2938 (taxes included)
- December 15th: \$2938 (taxes included)
- January 15th: \$2938 (taxes included)

Upon payment, signing of this agreement and registration of the first orientation meeting, Clients will receive at the point of the first orientation meeting:

- Course material including manuals and workbooks, and all log ins to course platform
- A dedicated Passion-Centred™ Coach / Facilitator that the Client will meet with weekly for a period of 90 minute durations



- Access to a members only virtual lab with a virtual online classroom where you will have access to your coach / facilitator for any post meeting assistance and/or feedback with your assignments.
- Access to any other events hosted by The Passion Centre for the duration of the time you will be receiving services.

There will be no make-up classes, with the exception of a canceled class. For any classes which the Client is unable to attend for legitimate reasons it will be the responsibility of the Client to complete any missed modules and course work in time for the next scheduled class. If rates change before this agreement has been signed and dated, the prevailing rates will apply.

If additional hours are required for work completion an invoice will be provided to the Client for required hours of work. Once payment is received, additional hours of work will be scheduled.

Payment

All programs are paid for in full or on a payment schedule pre-determined between the Coach/Facilitator and the Client. Payment will be made through e-transfer, PayPal, cash or third party merchant. Payment(s) will include all applicable taxes.

Invoiced payments must be made prior to additional work completion.

If a scheduled payment is not provided by the Client, the Company reserves the right to attempt to process the payment three times. If no payment is received after the third attempt the Company reserves the right to temporarily remove the Client from the Services until payment is made.

If the full overdue payment is not received within two weeks of the original missed payment, the Company reserves the right to remove the Client from the Service with no refund.

Termination & Refund Policy

If after you have received your first coaching/facilitator session you do not feel 100% happy with the Coach, the Company will refund the Clients money less an administration fee of a total of \$93.75 (CAD) plus applicable taxes.

This is a one- time only option which you may exercise at the end of the first session only.

In addition, you agree that the Company holds the right to terminate this agreement at any time refunding the Client for all unused pre-paid sessions that remain. Please note that no refunds will be given by the Company should the Client decide to terminate this agreement for any reason after the first scheduled session.



Procedure

The time of the coaching/facilitator meetings and/or location will be determined by Coach/Facilitator at a pre-scheduled and consistent time. The Client will sign on to the meeting using the pre-set link that will be provided at the time of onboarding. If the Coach/Facilitator will be at any other link for a scheduled meet, Client will be notified prior to the scheduled appointment time via the email provided as their primary contact information.

Confidentiality

This coaching/facilitation relationship, as well as all information (documented or verbal), that you share with the Coach/Facilitator as part of this relationship, is held in complete confidence. The Coach/Facilitator-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach/Facilitator agrees not to disclose any information pertaining to you without your written permission and consent (through letter or email). The Coach/Facilitator will not disclose your name as

a reference to any other party without your written consent (either through letter or email). Confidential Information does not include information that:

- (a) was in the Coach/Facilitator's possession prior to its being furnished by you;
- (b) is generally known to the public or in your industry;
- (c) is obtained by the Coach/Facilitator from a third party, without breach of any obligation to you;
- (d) is independently developed by the Coach/Facilitator without use of or reference to your confidential information;
- (e) the Coach/Facilitator is required by statute, lawfully issued subpoena, or by court order to disclose;
- (f) is disclosed to the Coach/Facilitator and as a result of such disclosure the Coach/Facilitator reasonably believes there to be an imminent or likely risk of danger or harm to you or others; and,
- (g) involves illegal activity.

The Client acknowledges your continuing obligation to raise any confidentiality questions or concerns with the Coach/Facilitator in a timely manner.

Record Retention Policy

The Client acknowledges that the Coach/Facilitator has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach/Facilitator-Client relationship. Such records will be maintained by the Coach/Facilitator in a format of the Coach/Facilitator's choice (print or digital/electronic)



for a period of not less than 1 year. After one year from the program end date the Coach/Facilitator agrees to either destroy or return all records to the client based on what is verbally agreed by Coach/Facilitator and Client. The Record Retention Policy is subject to the terms outlined in The Passion Centre, Inc. Privacy Policy, found on the company website at www.thepassioncentre.com/privacy-policy and found in the course platform orientation section.

Liability Responsibility

As your Coach/Facilitator in this program, or any Coach/Facilitators under The Passion Centre, Inc.'s umbrella, I and we will offer suggestions, options, and coaching, based on my and our own life and professional experience, and I and we will work with you to identify solutions to your challenges, but any decision about a course of action is yours, and yours alone.

You acknowledge and agree to full responsibility for such decisions. You should carefully evaluate the consequences of various options and decide accordingly. I and we make no representation, or warranty to you that any of the coaching methods, sessions, or activities will work for your particular circumstances and in no way guarantee any results.

You understand that in order to enhance the coaching/facilitation relationship, you agree to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

It is solely your responsibility for creating and implementing your own physical, mental and emotional well-being, decisions, choices, actions and results arising out of, or resulting from, the coaching/facilitation relationship. You are also responsible for all of your coaching/facilitation calls and interactions with the Coach/Facilitator.

As such, the Client acknowledges and agrees that the Coach/Facilitator is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach/Facilitator. Client understands coaching/facilitation is not therapy and does not substitute for therapy, and does not prevent, cure, or treat any mental disorder(s) or medical disease(s).

Liability & Indemnity.

You acknowledge and agree that the Coaching/Facilitation Sessions within all Passion-Centred™ programs can be personally, professionally, and emotionally challenging and that there may be occasions on which you will feel such challenges including, but not limited to frustration, anger, annoyance, and stress.

The Client acknowledges and agrees to not hold me liable for any loss or cost incurred by you (or any person related to or associated with you, including but not limited to your



customers) in the event of mental, physical, financial, emotional stress, or distress (or other ailment or condition) caused either directly or indirectly in relation to the Coaching/Facilitation Sessions.

The Client acknowledges and agrees to indemnify me in the event of any such claim, including but not limited to any claims made against me by any person related to or associated with you, including but not limited to your customers.

The Client acknowledges and agrees that anything and everything said by me, verbally or in writing, shall not be constituted to be advice of any kind, including, but not limited to: medical, psychological, legal, financial, counseling, business, or actuarial advice.

This program is not intended to be a substitute for professional diagnosis, medical treatment, medication, or therapy. Always seek the advice of your physician, psychologist, or qualified mental health provider with any questions you may have regarding any mental health symptom or medical condition. This program is not authorized to make recommendations about medication or serve as a substitute for professional advice.

Never disregard professional psychological or medical advice or treatment because of something you have read or heard in this program.

The Client acknowledges and agrees that I shall not be liable to you in any way, and you shall indemnify and save me harmless for any and all losses or costs incurred by you or any other person, including but not limited to your customers, for any action or inaction taken by you or anyone else as a result of the Coaching/Facilitation Sessions or any other conversations you and I have, whether by meeting, texts, email, telephone, or otherwise.

The Client acknowledges, agrees, represents and warrants that you do not have a history of mental illness. Further, you represent and warrant that you are not currently undergoing therapy of any kind, or that if you are, you have obtained the express permission of your therapist to engage in this coaching/facilitation arrangement.

If you cannot make these representations and warranties, you have an obligation to inform me of any such history, or any past therapy sessions, so we can discuss if coaching/facilitation is appropriate for your circumstances.

If you begin therapy during our coaching/facilitation, you agree to immediately obtain the express permission in writing by your therapist to continue being coached, (a copy of this letter will need to be provided) or you will cancel all future coaching sessions.

I reserve the right to terminate our sessions immediately, and without prior notice, if I believe therapy would be more appropriate for your situation than coaching. (In such case you would receive a full refund of the un-used sessions based on our refund policy)

Attorney's Fees



In the event of any dispute, litigation, or arbitration between the parties, the non-prevailing party shall pay to the prevailing party therein all costs and expenses, expressly including, but not limited to, reasonable attorney's fees and costs incurred therein by such successful party.

Confidentiality

The Coach/Facilitator acknowledges that (s)/he may obtain confidential personal and/or business information from the Client and agrees to keep and maintain such information confidential and not to disclose or use such information without the Client's prior written consent.

Waiver

The Client acknowledges and agrees that in the course of the services the Coach/Facilitator may ask the Client questions which may be personal, challenging, or disturbing. The Client waives and releases any claims arising or resulting from the Coach/Facilitator's questions, actions, or services. This waiver does not apply to conduct or actions outside the scope of the coaching/facilitation services.

Dispute Resolution

Any controversy or claim arising out of, or relating to, this Agreement or the services provided, shall first be submitted to mediation for an attempt at resolution, with such mediation being conducted by a qualified mediator. Both the cost and the selection of any mediation services shall be paid for and selected by the Coach/Facilitator. If the dispute is not resolved by mediation of not less than three days duration, the dispute shall be settled by binding arbitration in **(Ontario, Canada)**.

Jurisdiction

However unlikely, in the event of any disagreement or dispute between us, you agree that the laws of **(Ontario, Canada)** shall be applied to this agreement.

Damage Limitation and Liquidated Damage

The parties agree and acknowledge that the Coach/Facilitator is not a guarantor nor an insurer and that the fees provided for hereunder would be substantially higher if the Coach/Facilitator was to undertake such responsibilities. The Client also agrees it would be extremely difficult and impractical to fix actual damages to the Client, if any, which may result from a failure to perform by the Coach/Facilitator. It is therefore agreed, that if the Coach/Facilitator is found liable for any loss or damage due to a failure to perform or other breach of this agreement (excluding only willful misconduct), the Coach/Facilitator's liability shall be limited to the sum equal to the last two months of the Client's payments to the Coach/Facilitator.



Nature of Agreement

This Agreement shall, in all respects, be governed by the laws of **(Ontario, Canada)** applicable to agreements executed and to be performed within **(Ontario, Canada)**. This Agreement constitutes the entire understanding and agreement of the parties and no amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto. This Agreement supersedes all prior written and oral representations.

Binding Effect

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AGREEMENT SECTION

(please print your name (Client))

I have read and I have understood and agree to the above terms and conditions (please sign your name below and return a copy to the Coach/Facilitator:

Coach/Facilitator: Kira Day

Client Name: Martin Shaw

Signature: _____

Date: Tuesday, May 28th, 2024

Date: _____

Contact information for questions or concerns.

Website: www.thepassioncentre.com
Email: kira.day@thepassioncentre.com

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made as of this _____ November _____ day of _____ 18th _____ 2024____ ("Effective Date").



BETWEEN:

THE PASSION CENTRE INC.

a corporation incorporated under the laws of Canada hereinafter referred to as “**Company**”

- and - _____ **Martin Shaw** _____ hereinafter referred to the “**Client**”

collectively referred to as the “**Parties**”

WHEREAS, the Client will be receiving from the Company or its officers, agents, employees, or consultants, including financial and legal advisers (collectively, “representatives”) information of a confidential and non-public nature; and

WHEREAS, Company desire to protect the confidentiality of such information in accordance with the terms of this Agreement.

NOW THEREFORE, for good and adequate consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

1. a) “Confidential Information” means (a) all information furnished by the Company or any of its representatives, whether furnished before or after the Effective Date, whether oral or written, and regardless of the manner in which it is furnished, including, without limitation, information with regard to the Services of the Company, the structure of the Company, the proposed business and strategy, and (b) all notes, program information (including participant information), studies, reports, interpretations, prototypes, specifications, trade or business secrets, proprietary technology or processes, or other documents or materials, whether or not prepared by the Company or its representatives or by the Client or its representatives;
2. b) “Final Agreement” includes Client Agreement; and
3. c) “Recipient” includes participants in Company’s Services.

2. Acknowledgement; Purpose; Non-Disclosure.

The Client recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that would result to the Company (including its investors) and its representatives if any of the Confidential Information is disclosed to any third party. The Client hereby agrees that the Confidential Information will be used solely in connection with the Clients review and analysis of whether to commit to make an investment and/or participate in its Service, and shall not be disclosed to any third party except as permitted by this Agreement or as may be approved in writing by the Discloser. The Client shall cause their representatives to observe all terms of this Agreement, and shall be responsible for any breach of this Agreement by any of their representatives.



3. Exceptions to Confidentiality

The term "Confidential Information" does not include any information which (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of its disclosure by the Client or its representatives in breach of this Agreement), (ii) was available to the Client on a non-confidential basis prior to disclosure by the Company or (iii) becomes available to the Client on a non-confidential basis from a person who is not bound by a duty of confidentiality to the Company, or is not otherwise prohibited from transmitting the information to the Client.

The Client may disclose Confidential Information when required or authorized to do so by a court of competent jurisdiction, by any governmental agency having supervisory authority over the business of the Company, or by any administrative body or legislative body (including a committee thereof) with jurisdiction to order the Client to divulge, disclose or make accessible such information; provided, that in the event the Client is ordered by a court, arbitral tribunal or other government agency to disclose any Confidential Information, the Client shall (i) promptly notify the Company of such order, (ii) at the written request of the Company, diligently contest such order and (iii) at the written request of the Company seek to obtain such confidential treatment as may be available under applicable laws for any information disclosed under such order.

4. Property of the Company

All Confidential Information of the Company, whether or not subject to patent, copyright or other protection and whether or not reduced to tangible form, including without limitation, data processing know-how, products, services and programs ("Company Intellectual Property"), shall be the sole and exclusive property of the Company.

5. No License Granted

Neither the execution and delivery of this Agreement nor the furnishing of any Confidential Information by the Company shall be construed as granting to the Client either expressly, by implication, estoppel or otherwise, any license under any invention, patent, trademark, or copyright now or hereafter owned or controlled by the Company.

6. Non-Competition

The Client hereby covenants and agrees that, during the "Noncompetition Period" (as defined below), the Client shall not (i) represent or advise any other person or entity on any matter in any manner that would create a conflict of interest with the Company or (ii) appropriate, directly or indirectly through others, for itself or its ultimate beneficial owner(s), any of the Company's Intellectual Property for commercial gain or any other purpose whatsoever.

The "Noncompetition Period" shall mean all times the Term of this Agreement and the period commencing on the date of the termination of this Agreement for any reason and ending at the end of twelve (12) months after the date of such termination. This provision does not prohibit the Client, following the termination of this Agreement, from becoming



employed by, investing in or providing services to, another business or entity that competes with the Company, provided the Client does act in any capacity for those aspects of the other business's or entity's operations that conflict with the interests of the Company or use any of the Company's Intellectual Property.

7. Non-Solicitation

The Client hereby covenants and agrees that, during the term of this Agreement and (i) the period commencing on the date of the termination of this agreement for any reason and ending two (2) years after the date of such termination, the Client shall not, directly or indirectly (a) induce or attempt to induce any employee of the Company to leave the employ or service of the Company, or in any way interfere with the relationship between the Company and employee or (b) hire any person who was an employee of or otherwise providing services to the Company at any time during the two (2) year period immediately preceding the date on which such hiring would take place.

8. No Adequate Remedy at Law

The Client acknowledges and agrees that due to the unique nature of the Confidential Information of the Company, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Client or third parties to unfairly compete with the Company resulting in irreparable harm to the Company, and, therefore, that upon any such breach or any threat thereof, the Company shall be entitled to (a) specific performance and other injunctive relief, in addition to whatever remedies available at law, and (b) be indemnified by the Client from any loss or harm, including, without limitation, attorney's fees, in connection with any breach or enforcement of the Client's obligations hereunder or the unauthorized use or release of any such Confidential Information of the Company. The Client shall notify the Company in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

9. Inside Information

The Client acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider trading and the Client undertakes not to use any Confidential Information for any unlawful purpose.

10. Termination.

This Agreement shall be terminable as follows:

1. (i) by either party for any other reason whatsoever, upon 30 days' written notice to the other party;
2. (ii) automatically upon the death of any of the Parties;
3. (iii) immediately upon written notice to the Client by the Company, if the Client has, in each case as determined by the Company in its sole discretion, (a) engaged in gross negligence or misconduct in the performance of the duties required of the Client hereunder; (b) engaged in conduct that the Client knows or, based on facts



known to the Client should know is materially injurious to the Company or any of its representatives or affiliates; (c) breached any provision of this Agreement; (d) engages in any form of willful misconduct, bullying or act of violence towards the Company, its representatives or its other clients

11. Non-Disparagement

The Client hereby agrees not to defame, or make any disparaging statements that are intended to cause harm to the Company or its representatives or any of their products, programs, services, finances, financial condition, capacities or other aspect of any of its businesses, or any former or existing investors, program participants, managers, partners, directors, officers or agents of, or contracting parties with, the Company in any medium to any person or entity without limitation in time.

12. Notices

In the event that the Client is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Client will give prompt written notice of such request so an appropriate remedy or alternatively a waiver of compliance with the provisions of this Agreement can be sought with regards to the request. If the Client loses or makes unauthorized disclosure of any of the Confidential Information, the Client will give immediate notice to the Company and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

Any notices or delivery required in this Agreement will be deemed completed when parties mutually sign and send copies through physical mail or electronically. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:

a. For the Company:

The Passion Centre Inc. 404 185 Legion Road
North Toronto, ON M8Y 0A1

Attention: Kira Day

b. For the Client:

Address: _____

Attention: Martin Shaw

13. Assignment

Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

14. Amendments



This Agreement may only be amended or modified by a written instrument executed by the Parties.

15. Governing Law

This Agreement will be construed in accordance with and governed by the laws of Province of Ontario and of the laws of Canada applicable herein.

16. General Provisions

1. (i) Each party may sign its own copy of this Agreement.
2. (ii) Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
3. (iii) The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
4. (iv) All costs incurred in connection with enforcing this Agreement as a result of any default of this Agreement shall be paid by the Client incurring such costs.
5. (v) This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Parties.
6. (vi) This Agreement constitutes the entire agreement between the Parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto as of the date first indicated above. _____

DISCLOSER

The Passion Centre Inc.

By: _____ Name: Kira Day

Title: Director

Date: Monday November 18th, 2024

RECIPIENT

By: _____ Name: Martin Shaw

Title: Client