

Career Success Formula™ (12-Month Career Coaching Program) – Agreement

1. This Agreement is between ("you" or the "Client") and Coach on Collins Pty Ltd (ACN 601 674 453) trading as Coach on Collins and Katie-Jeyn Romeyn International ("Coach on Collins" or "us") and sets out the terms and conditions of your participation in Coach on Collins education and coaching programs including the "Career Success Formula" ("Programs") and the general provision of services to you by Coach on Collins.

Fee & Payment Terms

- 2. The fees for the Coach on Collins Programs ("Fee") together with details of any payment plan are set out in the Fee Proposal contained in Schedule A to this Agreement. All quoted amounts in the Fee Proposal are GST inclusive. The Schedule forms part of this Agreement.
- 3. Coach on Collins Programs are a full course commitment. Once confirmed, the Programs require Coach on Collins to undertake extensive preparation, development, planning and scheduling. Coach on Collins will permit you to cancel a booked Program and obtain a full refund of monies paid if you advise Coach on Collins in writing within 72 hours of booking and payment of the Fee (or first instalment of the Fee). Thereafter, you understand and agree that, if you cancel a booked Program then Coach on Collins will be unable to offer a refund. In such circumstances, you will be liable for full payment of the Program Fee (and be required to make payments in accordance with any payment plan) which you have committed to.
- 4. If you are unable to attend a scheduled training or scheduled coaching session and cancellation becomes necessary, then Coach on Collins will credit you for the unused portion of the Program and you may attend the same training at a later date within 1 year of the date of enrolment. Coach on Collins will make every effort to accommodate your rescheduling needs, provided it has adequate notice and that the desired Program dates are available.
- 5. If you use in house finance or should your credit card expire during any payment plan, you will be required to supply new details that will take you up to the end of the agreed payment period (regardless of any cancellation).
- 6. If you fail to make payment of any part of the Fee on the due date for payment (or if an automatic payment is declined), Coach on Collins may suspend delivery of any Programs and access to Coach on Collins resources until such time as the account is brought up to date.
- 7. In circumstances where Coach on Collins invoices are outstanding for more than 14 days, you agree that you will be liable to pay to Coach on Collins interest on the full amount of the Fee outstanding at the rate equal to 2% higher than the penalty interest rate (pursuant to s2(1) of the *Penalty Interest Rate Act 1983* (Vic)), calculated monthly for the period from the due date until payment is received.
- 8. You must reimburse Coach on Collins for the full amount of any bank or other fees associated with any dishonoured payments and you agree to indemnify Coach on Collins against any legal, debt recovery or other expense associated with any action Coach on Collins may be forced to undertake to recover money from you.

Intellectual Property & Confidential Information

- 9. For the purposes of this Agreement:
- -the term 'Intellectual Property' means:
 - copyright;
 - rights in all Coach on Collins proprietary Programs, including but not limited to the "Career Success Formula";



- rights in information and techniques, skills and concepts that are shared by speakers and trainers, on-line video and audio recordings, audio and video trainings, manuals, information, checklists, documents;
- rights to inventions, trademarks, trade names, domain names and URLs, web content, rights in goodwill, rights in designs, rights in computer software and code, database rights, drawings, reports, calculations;
- rights in the Confidential Information of Coach on Collins (including know-how and trade secrets); and any other intellectual property (whether registered or unregistered). For the avoidance of doubt, the Intellectual Property includes any customised Intellectual Property items developed specifically for you as the Client.

-the term 'Confidential Information" means information that:

- is by its nature confidential;
- is designated by Coach on Collins as confidential; or
- you know or ought to know is confidential;

and includes all information about Coach on Collins, including but not limited to, all technical, financial, commercial and other information (whether in hard-copy or in electronic form) relating to Coach on Collins or its business affairs, which is made available or which becomes known during the term of this Agreement but does not include information which was in the public domain at the time of its disclosure.

- 10. You acknowledge and agree that the Intellectual Property and Confidential Information are the sole property of Coach on Collins, and that this Agreement does not confer on the Client any property right or title to any of the Intellectual Property or Confidential Information.
- 11. You acknowledge that the development of the Intellectual Property and the Confidential Information is the fruit of significant resources and investment of Coach on Collins and that Coach on Collins would suffer loss and damage in circumstances where such items (or constituting components of those items) were disclosed or published without permission.
- 12. You may reasonably access elements of the Intellectual Property and Confidential Information insofar as it is necessary for you to personally receive the benefit of the Coach on Collins Programs. However, you agree that you will:
 - not disclose any Intellectual Property and Confidential Information to third parties;
 - not use the Intellectual Property and Confidential Information for any commercial use nor allow, encourage or permit a third party to do so; and
 - not replicate, modify, licence, publish, transmit, distribute, upload, broadcast, sell or otherwise transfer the Intellectual Property and Confidential Information.
- 13. You agree to indemnify Coach on Collins against any claims, loss, damages and liabilities of any kind (including legal costs) arising from or incidental to:
 - a breach by you of this Agreement; and
 - any exploitation or use of Coach on Collins' Intellectual Property and Confidential Information by you which is not expressly authorised in writing.

Coach on Collins Marketing & Program Configuration

- 14. As a participant of Coach on Collins Programs, you understand that you may be photographed and/or filmed (directly or indirectly) in footage that may display the participants or audience. This footage may be used to create products such as on-line video or DVD products. You give your express consent for this to occur.
- 15. If you agree to be interviewed by Coach on Collins for marketing and training purposes, you give permission for the video to be used for such purposes without restriction or limitation.



16. We reserve the right to vary, update and revise the content of the Programs, reschedule part of the Programs or to make other changes to the Programs as reasonably required to optimise Program delivery.

Miscellaneous Agreement Terms

- 17. Unless otherwise agreed in writing with you, the terms of this Agreement will continue to apply to all future services and Programs provided to you by Coach on Collins.
- 18. In the event of any dispute arising between you and Coach on Collins, the parties agree to first attempt to resolve the dispute in good faith, via negotiation or mediation before commencing proceedings in any court or tribunal.
- 19. A term of this Agreement that is deemed illegal or unenforceable may be severed from the Agreement and the remaining terms or parts of terms will continue in force.
- 20. The failure of Coach on Collins to enforce any provision of this Agreement will not be treated as a waiver of that provision, nor will it affect Coach on Collins' right to subsequently enforce that provision.
- 21. This Agreement contains the entire understanding between the parties in respect of the subject matter of the Agreement. You confirm that you have not entered into this Agreement on the basis of any representation by Coach on Collins that is not expressly incorporated into this document.
- 22. If this Agreement is terminated for any reason, such termination will not affect any accrued rights or liabilities of either party nor will it affect any provision of this Agreement (such as in relation to Intellectual Property and Confidential Information) which is expressly or by implication intended to continue on or after the termination.
- 23. The Agreement between Coach on Collins and the Client is made in the State of Victoria, and the parties agree to submit all disputes arising between them to the courts of such State.
- 24. Coach on Collins may vary the terms of this Agreement at any time if it has given to you at least 30 days' prior notice in writing of the proposed change.

Programs as an Educational Tool & Testimonials

- 25. No representations or warranties are made with respect to the results to be obtained from participating in any of Coach on Collins Programs. The content and materials in short, the results are not guaranteed as monetary, and you acknowledge that income results are based on many factors.
- 26. As a member of the "Career Success Formula" or any other Coach on Collins Program, you understand that all information, materials, Intellectual Property and Confidential Information you will have access to, are for education purposes only. They are not to be relied up on as any type of (or substitute for) psychological, therapeutic, legal, financial or other forms of professional advice.
- 27. In choosing to participate in the Program, personal responsibility is integral. Accordingly, you agree that Coach on Collins will not be liable to you or any other person for any lability or claim for any kind of consequential loss (or any other remote, abnormal or unforeseeable loss) which arises from participation in the Programs and any goods or services provided by Coach on Collins.
- 28. Coach on Collins relies on testimonials, reviews, experiences and insights from its valued clientele ("Testimonials") in promoting its business. Coach on Collins publishes these Testimonials on the Coach on Collins website and through other print and electronic communication channels in order to celebrate positive results experienced by Coach on Collins clientele. The Testimonials are from actual persons who have participated in Coach on Collins Programs. They speak to results that those persons consider that they have personally attained as well as feature the views of those persons regarding Coach on Collins services, Programs and personnel. The Testimonials are not intended as a warranty or to represent or guarantee results that you will achieve by participating in Coach on Collins Programs and you hereby accept that you



have not relied on the Testimonials in deciding to participate in Coach on Collins Programs or procure Coach on Collins services.

Conduct and Genuine Participation

- 29. You understand and agree that you will conduct yourself professionally and ethically throughout the Coach on Collins Program. If conduct is deemed unacceptable by Coach on Collins, and not corrected after notice has been given to you, Coach on Collins reserves the right to cancel your enrolment and terminate delivery of any ongoing Programs.
- 30. During Program sessions, you may be included in the sharing of private and confidential or otherwise sensitive information by other participants and Program directors. Please respect the participant/speaker and refrain from discussing shared information outside confines of Coach on Collins Program sessions.
- 31. There are three rules that we ask you follow in order to gain maximum results:
 - 1. Implement Do the work!
 - 2. Participate in the Group Q&A Calls and ask for help if you are stuck.
 - 3. Share your #WINS in the Career Success Formula™ Facebook Group!
- 32. By becoming a Client of the "Career Success Formula" you agree to the above terms of the Agreement. Should you have any questions, please email us at coach@coachoncollins.com.

I, the Client have reviewed this agreement and agree to and accept all of its terms and conditions.

Komey	
Katie-Jeyn Romeyn	(Client) Signature
Director, Coach on Collins	
Role Title	Role Title
2 July 2025	
Date	Date
CONFIRM: SINGLE PAYMENT ☐ \$12,000 incl GST	PAYMENT PLAN □ \$3.000 incl GST Upfront then 11 x \$1000 i

Offer available until: Thursday, 3 July 2025 (and if there is still a place on the program available)