

KRIEGER TRAINING PREFERRED SERVICES AGREEMENT

THIS AGREEMENT is entered into on _____, _____ 2005 by and between Krieger Training™ (“Consultant”) with its principal offices located at 7949 Woodley Ave, Van Nuys, CA 91406; and _____, (“Client”)with offices located at _____.

1. **ENGAGEMENT OF SERVICES.** Krieger Training will provide consulting services to Client in structuring and establishing Client’s business. Subject to the terms of this Agreement, Krieger Training will render the services set forth below:
 - 1.1. Client hereby employs Ian Krieger hereafter referred to as Consultant for the purpose of advising the Client with respect to Client’s strategic plans, goals, vision, self-awareness and business/personal communications effectiveness. Consultant has experience in such matters and agrees to render such coaching services.
 - 1.2. Krieger Training will provide these services under these terms for a minimum period of 3 months.
 - 1.3. Regularly scheduled formal sessions are scheduled in advance.
 - 1.4. The sessions take place _____ times per month, are up to 40 minutes in length and are conducted by telephone with Client.
 - 1.5. Missed sessions do not accumulate into the next month.(24 hour notice if rescheduling is necessary)
 - 1.6. One months notice required before discontinuing coaching.
 - 1.7. Working together by phone allows Client and Consultant to focus strictly on the important issues and provides Client with complete privacy in Client’s work or home setting. This format also eliminates the distractions of an in-person visit and unproductive travel time. The need to be located in the same geographical area to benefit from consulting/coaching sessions is thus eliminated
 - 1.8. Clients can reach Consultant 7 days a week, 24 hours a day by e-mail or if Consultant is available, for a brief telephone conference during business hours. Turn around for email is 24 hours or less.

2. **CONSULTANT DISCLAIMER OF LIABILITY:** Client understands and Consultant agrees that he is not an employment agent, financial analyst, psychotherapist or business manager. Consultant has not promised, shall not be obligated to, and will not, unless under separate agreement 1)procure or attempt to procure employment, business, capital or sales for the client and will not under any circumstances 2) perform accounting services, tax advising or investment counseling or 3) act as a therapist, providing psychological counseling, psychoanalysis or behavioral therapy.

3. **PREFERRED COMPENSATION PROGRAM.**
 - 3.1. Unless other terms are set forth in Section 4, Client will pay Krieger Training consulting fees equal to Two Hundred Fifty (\$250.00) per month for two sessions per month or Three Hundred Fifty (\$350) for three sessions per month. An initial retainer equal to two (2) months’ compensation is due upon the execution of this Agreement. Thereafter, payments are due on the agreement anniversary day of each month, in advance, with the security retainer being applied to the last month of service. Client agrees and understands that Client forfeits their all rights to any session if they cancel or fail in any way to make a session unless agreed upon in advance by both parties.
 - 3.2. Krieger Training will be reimbursed for any reasonable expenses incurred in connection with the performance of services under this Agreement provided Krieger Training submits verification of such expenses as Client may require. Upon termination of this Agreement for any reason by Client, Client forfeits the right to the last month security retainer and any outstanding expenses are immediately due upon termination.
 - 3.3. Renewal rates at the end of the initial term of this agreement are subject to increase and/or the granting of a negotiated equity interest in the business of the Client to the Consultant..

4. **Variances of payment schedule,** if any, are set forth below:
 - 4.1. Payable in three monthly, secure automatic credit card payments via the internet of either \$250 or \$300 USD depending on the chosen coaching option

Initial_____

5. **CLIENT RELATIONSHIP.**

5.1. **Independent Contractor.** Consultant’s relationship with Client will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Consultant is not an agent of Client and is not authorized to make any representation, contract, or commitment on behalf of Client.

6. **TRADE SECRETS – INTELLECTUAL PROPERTY RIGHTS.**

6.1. **Proprietary Information.** The parties agree that during the term of this Agreement and thereafter to take all steps reasonably necessary to protect each other’s Proprietary Information in trust and confidence. By way of illustration but not limitation, “Proprietary Information” includes (a) trade secrets, ideas, and other works of authorship; and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers.

7. **GENERAL PROVISIONS.**

7.1. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of California as applied to transactions taking place wholly within California between California residents.

7.2. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement.

7.3. **No Assignment.** This Agreement may not be assigned by Client without Consultant’s consent, and any such attempted assignment shall be void and of no effect.

7.4. **Acceptance of Terms** Acceptance of the terms of the internet credit card payment authorization in Section 4.1, will be construed as client signature of this agreement.

IN WITNESS WHEREOF, the parties have caused this Independent Client Services Agreement to be executed by their duly authorized representative.

Krieger Training



President

CLIENT:

(Printed Name) Title: _____

Telephone E-Mail _____