

# CONSULTING [BUSINESS COACHING] AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

## CLIENT

Toola Mirjan  
6 Vantage Circle  
Mississauga, Ontario, L5M 2L2  
(the "Client")

## CONSULTANT (Business Coach)

Dr. Sam Gerstein, President, Dreams For  
Real Inc.  
6D – 7398 Yonge Street Suite #156  
Thornhill, Ontario, Canada L4J 8J2  
(the "Consultant")

## BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

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**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
  - Business Mindset Strategy Coaching.
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

## TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to

provide two days' written notice to the other Party.

5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Consultant will end upon the termination of this Agreement.

## **PERFORMANCE**

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## **COMPENSATION**

10. The Consultant will charge the Client for the Services at the rate of \$US195.00 per hour (the "Compensation"). "Compensation" will NOT include profit sharing. The client retains 100% control of her own profits.
11. The Client will be invoiced every week.
12. Invoices submitted by the Consultant to the Client are due upon receipt.
13. The above Compensation includes all applicable sales tax and duties as required by law.
14. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

## **INTEREST ON LATE PAYMENTS**

15. Interest payable on any overdue amounts under this Agreement is charged at a rate of 15.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

## **CONFIDENTIALITY**

16. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

17. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
18. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

## **OWNERSHIP OF INTELLECTUAL PROPERTY**

19. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
20. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

## **RETURN OF PROPERTY**

21. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## **CAPACITY//INDEPENDENT CONTRACTOR**

22. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service..

## **AUTONOMY**

23. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

## **EQUIPMENT**

24. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to

deliver the Services in accordance with the Agreement.

## **NO EXCLUSIVITY**

- 25.** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **NOTICE**

- 26.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. Toola Mirjan  
Spain

b. Dr. Sam Gerstein, President, Dreams For Real Inc.  
6D – 7398 Yonge Street Suite #156 Thornhill, Ontario, Canada L4J 8J2

or to such other address as either Party may from time to time notify the other.

## **INDEMNIFICATION**

- 27.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **ADDITIONAL CLAUSE**

- 28.** Disclaimer:
- The Business Mindset Strategy Coaching offered by Dr. Sam Gerstein and Dreams for Real Inc. is designed with the intent of expanding people's awareness of what is possible in their business and what is blocking them from achieving those business and career goals.

**It is not intended to replace professional psychological assistance. Dr. Sam Gerstein may have used insights from his medical psychotherapy practice in this program but he is not serving in the capacity of a medical doctor or psychotherapist in any way in any part of this business coaching program.**

**In addition, the information, advice and strategies used in this program shall in no way be**

**taken as medical advice. Any personal concerns you have about your mental or physical health or the stress you are experiencing from your career should be investigated with the help of a trained professional in the appropriate health care and/or career counselling fields.**

Dr. Sam Gerstein and Dreams for Real Inc. assume no responsibility for the direction you choose to pursue or not pursue. Understand that you do this at your own volition and assume all of the risks involved.

Dr. Sam Gerstein and Dreams for Real Inc. make no warranties or representations as to the accuracy or completeness of the content of this Business coaching. Dr. Sam Gerstein and Dreams for Real Inc. will not be liable for any damages, consequential or otherwise, arising out of the access or use of this business coaching.

This business coaching gives no guarantee of success or of reproducing any of the results achieved by the examples Dr. Sam Gerstein uses in his business coaching or by following the tips or information provided by Dr. Sam Gerstein. In fact, one of the key tenets of Dreams for Real is that people's lives are as unique as the people themselves. No one can tell you what to do. That comes from within.

Use this business coaching to stimulate your own thought process of what may be right for you. It is the responsibility of each user to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, or other content available through and from this business coaching.

Each user agrees to defend, indemnify, and hold harmless Dr. Sam Gerstein and Dreams for Real Inc. and the directors, officers, employees, and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of this business coaching process by such user, or as otherwise set forth herein.

Who is this Business Mindset Strategy Coaching not for?

- This Business Coaching is not for entrepreneurs or other people who refuse to believe that they have any weaknesses.
- This Business Coaching is not for entrepreneurs who aren't open to change
- This Business Coaching is not for people who don't take responsibility for their own situation in life and don't want to invest in themselves
- This Business Coaching is not for someone looking to blame others for their own business and financial situation. We are all going to face difficult challenges in business and this program is to help you face those challenges, not eliminate those challenges.
- This Business Coaching is not for people who want a quick fix or magic solution to their business challenges and stagnant growth. This business coaching contains information and tips that teach you the keys to unlocking your potential but it is your responsibility to put the recommendations

into practice.

- This Business Coaching is not for people who have difficulty recognizing, identifying and describing their emotions. This is called alexithymia. You will have trouble even noticing your stress.

- This Business Coaching is not for people who have more severe symptoms, including but not limited to:

- People who are paranoid and believe that most people are out to get them.
- People who often feel the following symptoms when stressed: numb, disconnected from self and others, hopeless, suicidal, dizzy, nausea, blurred vision, limp limbs and/or foggy thinking. This indicates that there very well might be trauma or attachment issues in your childhood.
- If you have any of the above symptoms you need professional help and you should consult a professional psychotherapist, psychiatrist or psychologist for assistance.

## **MODIFICATION OF AGREEMENT**

**29.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## **TIME OF THE ESSENCE**

**30.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

**31.** The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

**32.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

**33.** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **TITLES/HEADINGS**

**34.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **GENDER**

35. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**GOVERNING LAW**

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

**SEVERABILITY**

37. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

38. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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Toola Mirjan

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Dr. Sam Gerstein, President, Dreams For Real Inc.

Per: \_\_\_\_\_ (Seal)

Officer's Name: \_\_\_\_\_