



**Documents for Review Within:**

1. **Virtual Training and Coaching Terms and Conditions**
2. **Confidentiality Agreement**
3. **Attachment A**

**Virtual Training and Coaching Services Terms and Conditions**

**MEG Academy Licensors** has specialized expertise and experience in the field of Physical Therapy Practice Management, Coaching, and Virtual Interactive Training for Physical Therapy Private Practice Owners and their staff. **MEG Academy Licensors** owns the MEG Academy Interactive Training Center Programs including related copyrights, trademarks and practice management business methods; **MEG Academy Licensors** is in the business of licensing these Programs to companies seeking **MEG Academy Licensors**'s expertise for the purpose of education and training.

**Client Licensee** acknowledges that **MEG Academy Licensors** is not a law firm or an accounting firm, and understands that [\*MEG Academy Interactive Training\*](#), or [\*Coaching\*](#) in no way replaces the client's responsibility to rely upon their own legal and financial counsel regarding advice given by **MEG Academy Licensors**. It is also understood and agreed upon between **MEG Academy Licensors** and the **Client Licensee**, that **MEG Academy Licensors** strictly provides practice management, coaching, and virtual interactive training; and that **MEG Academy Licensors** cannot be held liable for subsequent decisions or actions taken by the client in relation to their practice management training, through coaching, and virtual interactive training.

BOTH PARTIES ENTER INTO THE FOLLOWING AGREEMENTS: (This section encompasses all the services MEG Business Management, LLC / MEG Academy offers, all may not apply based on which service(s) you purchased, per your invoice).

**Virtual Training Programs: (MEG Academy Master Program, Ala Carte Programs, and Certifications)**

If purchased, **Client Licensee** will obtain individual license(s) (I.P) to access programs from **MEG Academy Licensors** for the cost and term stated on your invoice. **MEG Academy Licensors** hereby grants the **Client Licensee** a limited use license specifically for the program(s) chosen. **Sharing of licenses between individuals and/or other organizations is strictly prohibited and will result in immediate termination of service. Licenses are non-transferrable but in the event of termination or resignation, 1 transfer will be permitted per calendar year with MEG Admin approval.**

**User License(s):**

- 1) All license types are valid for One (1) Year from activation. Additional Licenses can be purchased by contacting your coach.
- 2) You will be enrolled in an automatic renewal program with your ACH bank

information. If you choose to cancel your enrollment, you must give at least one week (7 days) notice so you will not be charged for the annual licenses. **Client Licensee** will be notified via email as renewal date approaches. The benefit of the ACH form on file locks in your current renewal rate and will not increase with Annual Renewal Fees. Additional Licenses can be purchased by contacting your coach.

**Coaching Services:**

**1) Mastermind Coaching Forum (included):**

MEG Academy Licensee will be given access to the Monthly Mastermind Coaching Forum via Video Conferencing. Access is only for the practice owners and for as long as the Licensee maintains at least one active license with MEG Academy.

**2) Slack Channel (included):**

MEG Academy Licensee will have unlimited access to individual Slack channels for Q&A

**3) Personal Coaching Hours (optional):**

One-on-one coaching hours may be purchased separately at any time.

**MEG Academy Licensors** reserves the right to make recommendations to the **Client Licensee** for other outside training on specific services.

**Client Payment:**

Client agrees to pay **MEG Business Management, LLC** in the following manner: Client will be invoiced each time any new or additional services are purchased. The fees associated with the services that the **Client Licensee** has purchased will be reflected on the corresponding invoice.

**ALL FEES associated with any services are required to be paid in full, sent in with your signed agreements to MEG Academy Licensors, and fully processed, prior to reserving your dates for said coaching services.**

**MEG Academy User Licenses and access to MEG Academy VT will be provided to the client once *payment in full* has been received and the terms and conditions have been accepted by the client. This is true for both initial enrollment and annual renewals.**

**Client Licensee** has read and understands the terms of this Agreement including Attachment A, and checking the following box below acknowledges their agreement with all said terms and conditions stated within this entire document.

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**CONFIDENTIALITY AGREEMENT**

We at MEG Business Management will request information from you for the sole purpose of evaluating your business to assist you with expanding to achieve your goals.

Unless given prior consent from you, we will not share this information with any other individual, group or corporate entity. All information collected will be held in the strictest confidence and will be used solely by the coaches of MEG, when working with the client to reach their goals.

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## ATTACHMENT A

**1. Grant of Rights:** MEG Academy Licensors hereby owns all trademarks and service marks associated with the Products, including MEG Academy Licensors. MEG Academy Licensors owns all rights and title to copyrights in the MEG Academy Interactive Training, the techniques and the instructions ("Works"); and MEG Academy Licensors is the owner of all processes, patentable or otherwise in the Products as a business method ("Methods"). MEG Academy Licensors hereby grants Client Licensee a limited use license and the right to use the works and methods for the term of this Agreement and under the terms of this Agreement. Any training, logos, trademarks, works or other custom content added by Client Licensee, remains the property of the Client Licensee.

### **2. Terms and Termination:**

- A. This is a legally binding, non-refundable contract for the term herein. Client Licensee may use the MEG Academy Interactive Training for the term of the Agreement along with all of the documents provided within the file vault. Upon the expiration of the current license, if no renewal is purchased, Client Licensee agrees that it will not use the MEG Academy Interactive Training, or any similar variants of the same. Client Licensee also agrees that they will no longer use nor have in their possession any reproduced video/ digital content from MEG Academy's Interactive Training Programs. All documents downloaded from the file vault are encouraged to continue to be used and modified as needed for the Client Licensee's exclusive use with their own respected practice. Client Licensee will not replicate and or share these documents with any other entities not employed or owned by the Client Licensee at the time of license expiration.
- B. Client Licensors will grant access to Client Licensee the MEG Academy Interactive Training Programs that were purchased at the time of receipt of full payment invoice and signed Enrollment Agreement. Any Termination of scheduled Coaching Service(s) will result in ALL monies paid to MEG Academy Licensors not already used to be held on account for the Client Licensee to use at a later date. We are not able to offer any refunds.

**3. Indemnity, Confidentiality, Non-Circumvention:** Client Licensee agrees to indemnify and hold MEG Academy Licensors harmless against any loss, expense, or damages incurred by MEG Academy Licensors because of claims relating to or arising from Client Licensee's conduct, including without limitation (a) any breach of this Agreement by Client Licensee; (b) any illegal violation of the intellectual property rights of any third party under copyright, trademark or patent law of the United States or any other country. Client Licensee agrees to safeguard MEG Academy Licensors's Confidential Information to the best of their ability from unauthorized disclosure, access, use and misappropriation.

**5. Entire Agreement:** this Agreement is the entire agreement of the Parties related to the subject matter hereof, and supersedes any and all prior representations, negotiations, agreements and understandings, written and/or oral, between the Parties.

**6. Notices:** All notices shall be in writing and shall be addressed (a) if to MEG Academy Licensors, 3364 Hooper Branch Rd, GA, 30546, email brian@megbusiness.com, or (b) if to Client Licensee at such other address and/or facsimile number as such party may have specified by earlier notice to the sender.

**7. Amendment:** this Agreement may not be amended, modified or changed, in whole or in part, except by a written agreement signed by the Parties.

**8. Legal Dispute:** In the event that there should be a conflict which cannot be resolved through communication within thirty (30) days of a written notice of conflict, both Client Licensee and MEG Academy Licensors hereby agree to resolve their disagreement by mediation prior to the use of courts. The Jurisdictions will be Towns County, Georgia under Georgia law as interpreted by the courts of Towns County, Georgia. In the event a legal dispute should arise, MEG Academy Licensors shall have the right to collect from the Client Licensee its reasonable costs and necessary disbursements and attorney's fees incurred in enforcing this agreement. MEG Academy Licensors reserves the right to deny access to MEG Academy Interactive Training Programs until such conflicts and/ or any legal disputes are resolved.