

FORGED BY MARKO – COACHING AGREEMENT

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Preventive Health & Performance Coaching Contract

This Coaching Agreement (“Agreement”) is entered into between:

Coach

Forged by Marko – Health & Performance
Owner: Marko Stankovic
Email: info@forgedbymarko.com (“Coach”)

Client

Name: _____
Email: _____
Address: _____
Postal code / City: _____
Country: _____

Both together referred to as the “Parties”.

1. Purpose of the Agreement

The purpose of this Agreement is to define the terms under which the Coach provides preventive health, fitness and performance coaching services to the Client. The focus of coaching is on structured physical training, lifestyle optimisation, basic nutrition guidance, and performance habits. The Coach does **not** provide medical treatment, physiotherapy, psychotherapy, diagnosis or any form of medical care.

2. Coaching Programs & Fees

The Client enrolls in one or more of the following programs (as agreed in writing):

- Forged Reset (8–12 weeks) – one-time fee
- Forged Performance (minimum 4 months) – monthly fee
- Forged Elite (minimum 4 months) – monthly fee
- A custom program agreed individually between Coach and Client.

The exact fee, billing interval and start date are defined in the offer and/or in the signed fillable contract form that accompanies this Agreement.

3. Minimum Term & Commitment

For monthly programs (such as Forged Performance and Forged Elite), the Client agrees to a **minimum commitment of 4 (four) months**, unless another term is agreed in writing.

If the Client chooses to cancel the coaching before the end of the minimum term, all remaining fees for the agreed minimum term become immediately payable.

4. Billing & Payments

4.1 The Client agrees to pay the agreed fee via Stripe subscription, bank transfer, or another documented payment method.

4.2 For Stripe subscriptions, the Client authorises automatic monthly charges until the subscription is cancelled in accordance with this Agreement.

4.3 If a payment fails and is not resolved within 7 (seven) days, the Coach may pause services until payment is completed.

5. Services Provided by the Coach

The Coach undertakes to provide the following, depending on the selected program:

- Structured training plans and/or progressions
- Check-ins via messenger, voice or video (frequency depends on program)
- Lifestyle and basic nutrition guidance
- Recovery and habit support
- Progress monitoring and program adjustments

The Coach commits to providing individualised, evidence-informed guidance within the scope of preventive health and performance coaching.

6. Responsibilities of the Client

The Client agrees to:

- Follow the agreed structure to the best of their ability
- Communicate honestly and in a timely manner
- Train responsibly and use proper technique
- Inform the Coach about any pain, injuries or health concerns
- Pay all agreed fees on time

The Client understands that results depend on their own effort, consistency, lifestyle and circumstances. The Coach cannot guarantee specific results or outcomes.

7. Confidentiality

All personal data, progress information, photos, training logs and communication between Coach and Client are treated as confidential and will not be shared with third parties, unless:

- The Client provides explicit written permission, or
- Disclosure is required by law or by relevant authorities.

8. Health Disclaimer

The Client confirms that they are physically and mentally able to participate in training and lifestyle changes, or that they have obtained clearance from a doctor if needed.

The Client understands that the coaching provided is **not** a substitute for medical treatment, physiotherapy, psychotherapy or professional nutrition therapy.

9. Termination of Agreement

9.1 Client-initiated termination:

After completion of the minimum term, the Client may terminate ongoing monthly coaching by providing written notice at least 7 (seven) days before the next billing date.

9.2 Coach-initiated termination:

The Coach reserves the right to terminate the Agreement if:

- The Client repeatedly fails to pay agreed fees
- The Client shows disrespectful or abusive behaviour
- The Coach believes that continued coaching is unsafe or not appropriate (e.g. the Client needs medical or therapeutic care instead).

In such cases, already paid fees are not refunded.

10. Refund Policy

All payments are final and non-refundable. Coaching is a time-based and service-based process, and reserved time cannot be reused.

If the Client chooses not to make use of provided coaching sessions, guidance or support, the agreed fees remain payable.

11. Liability

The Client participates in all training and activities at their own risk.

The Coach is not liable for injuries, health issues or damages arising from:

- Incorrect execution of exercises against advice
- Ignoring pain or warning signs
- Undisclosed medical conditions
- Accidents or incidents outside of the Coach's direct control

Nothing in this Agreement limits liability where such limitation is not permitted under applicable Swiss law.

12. Governing Law & Jurisdiction

This Agreement is governed by the laws of Switzerland. Any disputes arising from this Agreement shall, where possible, be resolved amicably. If this is not possible, the place of jurisdiction is the place of residence of the Coach, unless mandatory law states otherwise.

13. Acceptance

By signing the accompanying fillable contract or by electronically agreeing to the terms (for example via Stripe checkout with a link to this Agreement), the Client confirms that they have read, understood and accepted the terms of this Coaching Agreement.

Client Name: _____

Date: _____

Coach (Forged by Marko – Health & Performance)

Date: _____