

Don Lee & Company Client Services Contract

This agreement is entered into between

The Client (hereinafter "the Client" or "You")

and

Don Lee & Company (hereinafter "The Company" or "DL&Co")

(collectively referred to as "the Parties")

1. Preamble

The Client has engaged the Company to provide 1:1 Business English Coaching Services and/or Group Coaching services and /or digital resources on the terms and conditions set out in this agreement.

2. Definitions

- 2.1. **"Annual Membership"** means the subscription option offered by the Company where a Client receives the agreed number of 1 on 1 Coaching Sessions, the agreed number of Group Sessions as well as access to digital resources for the period of 12 months from the date of payment or until the Sessions have been used, whichever comes first.
- 2.2. **"Client"** means the person who contracts with the Company and makes payment of any invoice issued by the company to receive Coaching Services from a Coach, or other services from the Company. Also referred to as "you" in this agreement.
- 2.3. **"Coach"** means a person who is contracted to the Company to provide Coaching Services. Your Coach provides Coaching Services to you in Sessions. Any reference to a Coach also may refer to the Coach of your Group Session.
- 2.4. **"Coaching Services"** means services rendered by the Coach to you in a Session where they teach, instruct, correct or otherwise upskill or improve your English abilities. This also includes Services received through Group Sessions.
- 2.5. **"Digital resources"** means programs and materials released by the company from time to time that are study aids, or learning tools.

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- 2.6. **“ERP”** means the Enterprise Resource Program of the Company, as updated from time to time, and as described in the Client Manual.
- 2.7. **“Group Session”** means a meeting with a coach and other Clients of the Company to receive Coaching Services. This is also referred to as a Group Coaching Cafe.
- 2.8. **“Package”** means an agreed number of Sessions, and/or Group Sessions and/or other Services that are not part of the Annual Membership but are invoiced as a Package.
- 2.9. **“Session”** means a one-on-one meeting between you and a Coach where Coaching Services are rendered to the Client. (Also referred to as a Client Meeting or Class). The work performed to pair a Client with a Coach is also regarded as 1 Session.
- 2.10. Words importing any one gender include the other, the singular includes the plural and vice versa, and person includes legal person.
- 2.11. None of the provisions of this agreement shall be interpreted to the disadvantage of the party responsible for their drafting or preparation.

3. Offerings

- 3.1. The Company offers various Programs, at its sole discretion, which are sold separately in Packages, in bundles or as part of Membership Programs from time to time.
- 3.2. The Company is not bound to renew any Offering at any price previously offered to you. All Packages and Memberships are standalone products with separate durations, expiry dates and terms.

4. Pairing preferences

- 4.1. We don't guarantee all coach preferences will be met, although we will do our best to match you to a suitable coach by taking most of your preferences into account.
- 4.2. Decisions are made considering your Client Questionnaire answers and available coaches in available time zones.
- 4.3. You may request to be re-paired with another Coach but you must provide reasons to enable us to re-pair you appropriately.
- 4.4. You may request to be re-paired with another Coach solely for the reason of wanting to experience different coaching styles only after you have completed 24 sessions with your first Coach.
- 4.5. You agree that re-pairing is a time consuming process and that, if there is no justifiable reason, in the opinion of the Company, for you to be re-paired then we may deduct 1 Session from your Session Count to cover our reasonable expenses. Justifiable reasons for repairing without penalties being applied include:
 - 4.5.1. the Coach being absent on 2 or more occasions, or

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- 4.5.2. the IFR is repeatedly not completed within 36 hours of Sessions being completed on at least 3 occasions, or
- 4.5.3. other similar performance issues arising from natural disasters, serious sickness, or other items that are deemed to be serious by the Company.

5. Meetings with your Coach

- 5.1. You agree to attend the meetings at the time and on the day(s) that you set them with your coach. If you are unable to attend, for whatever reason, you must inform your coach who will apply the Company's Cancellation Policy.
- 5.2. You must do your best to ensure that the environment that you meet your Coach in is quiet enough for you to be able to make the most of your Session.

6. Session Attendance and Cancellation policy

- 6.1. You may validly cancel a Session, without penalty, by giving your coach at least 24 hours' notice in writing that you are unable to attend. A 24 hour notice period is required to accommodate the different time zones that coaches may be located in.
- 6.2. If you do not give more than 24 hours' notice to your Coach, then the Coach must mark that meeting as an unexcused absence according to Company Policy. If a Coach has sufficient availability, they may offer to reschedule that meeting to a date and time that is within 7 days of the original meeting.
- 6.3. The rescheduled Session may not replace an existing scheduled recurring meeting.
- 6.4. If you miss or do not attend a Session for whatever reason, then it is considered an "unexcused" absence and counts as a Session.

7. The Instant Feedback Report (IFR)

For one on one Coaching Sessions, you will receive verbal Feedback in the Sessions as well as written Feedback in the form of an Instant Feedback Report (IFR) within 36 hours of each Session.

8. General Refund Policy and Expiry of Sessions:

- 8.1. If you choose to cancel this contract within 24 hours of payment you will receive a full refund, less any applicable bank or credit card charges. The refund process is different depending on whether you purchased an Annual Membership or a Package.

[Annual Memberships](#)

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- 8.2. You acknowledge that the administration work to Pair you with a Coach, to start looking for a group cafe group, enabling access to other digital products is time intensive and therefore, for the purposes of this contract, you are deemed to be in month number 1 - even if you have not attended any Sessions, Group Coaching Sessions or accessed any digital products at the time of requesting a refund.
- 8.3. If you choose to cancel this contract more than 24 hours after payment, you will be eligible for a partial refund, which you agree is reasonable, calculated using the following formula:

$$\text{Refund Amount} = \left[\text{Tuition paid} - \left[\text{Tuition paid} \times \frac{\text{Month of Subscription}}{\text{Number of months in membership}} \right] \right] \times 90\%$$

- 8.4. Sessions that are part of the Annual Membership cannot be used 12 months after purchase.
- 8.5. Where you purchase additional Sessions or Group Sessions to top up your Annual Membership, those will be treated as Package Purchases.

Package Purchases

- 8.6. You acknowledge that the administration work to Pair you with a Coach is time intensive and therefore starting this work will count as Completing 1 Session of your Package, to process the pairing. After you have completed your first session with your paired coach, we will refund this Session to you.
- 8.7. If you choose to cancel this contract more than 24 hours after payment, you will be eligible for a partial refund, which you agree is reasonable, calculated using the following formula:

$$\text{Refund Amount} = \left[\text{Tuition paid} - \left[\text{Tuition paid} \times \frac{\text{Number of completed sessions}}{\text{Number of remaining sessions}} \right] \right] \times 90\%$$

- 8.8. Tuition paid for Coaching Services Packages over one year ago cannot be refunded. Instead, the remaining sessions can be held as a Sessions Credit by you or transferred to another Client.
- 8.9. If you have an Annual Membership and you purchased a Package of Sessions to top up your membership, your Package Sessions are used only after all Annual Membership Sessions have been used.

9. Refund process

- 9.1. To process a refund, you must inform the Admin Team. You will then receive a Return Authorization Form (RA), which you must complete and send back to the Admin Team.
- 9.2. The refund will be processed 6 weeks from the date the RA Form is received by the Admin Team provided the form is completed fully.

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- 9.3. The amount refunded is subject to our refund policy above.
- 9.4. We will process your refund in the manner that is most cost effective to the Company.

10. **Notifications and communications**

- 10.1. The company and its representatives will contact you using the information initially provided to the Company. If your details change you must contact the Admin Team and provide your updated details immediately.
- 10.2. You agree to login to our ERP regularly to access resources that you coach makes available, access resources that the Company makes available to you and read notices about updates to this and other agreements as they are released from time to time.

11. **Client Manual**

- 11.1. You agree to read the Client Manual.
- 11.2. You agree that the information and the terms in the Client Manual are also binding on you, and are part of this agreement.

12. **Non-solicitation of Coaches.**

You shall not request any services from their Coach or offer the Coach any other forms of employment, including referring Clients directly to the Coach or offering the Coach's details to your current employer, former employers or another entity that provides or requires English Education in Korea.

13. **General Duty of Privacy and Non-Disclosure**

Our coaches are required to keep information about Clients and the contents of Sessions Private. While it may not be necessary, if a client prefers we do have additional Non-Disclosure Agreements available to be entered into between the Coach and the Client. Coaches are not permitted to enter into any contract that is not sanctioned by our company.

14. **Limitation of authority to represent the Company**

- 14.1. Coaches are not authorized to represent the Company to enter into any contract that binds the company. Therefore, any offers, negotiations, promises or otherwise that are made by a coach may not be enforceable unless agreed to by a management representative of the Company.
- 14.2. You must not form any personal or private agreements with the Coach for any reason whatsoever, including but not limited to, lending money,

15. Renewals

We value our relationships with our Clients, so we always want to make sure that you have full transparency regarding your Session Count. When you are nearing the end of your Sessions, please reach out to our Admin Team (admin@donleeco.com) to discuss your renewal options.

16. Jurisdiction and applicable laws

This Agreement shall be governed by the laws of the jurisdiction in which the Company is located (South Korea) and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive jurisdiction of the courts in South Korea.

17. Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the relationship between the Company and shall be amended or modified only by updates published on the ERP, details on invoices or another written instrument signed by both of the parties hereto.

By completing the action of paying any invoice issued by the Company, you acknowledge that you fully understand the above statements and you agree to faithfully abide by these statements.