



Terms of Engagement – Strategic Performance Consulting

1. General: These terms govern the strategic performance consulting services provided by **Gil Friman** (the "Consultant") to professional clients and executives (the "Client"). The services focus on enhancing mental resilience, performance optimization, and decision-making under pressure.

By requesting, accessing, or utilizing the consulting services, the Client explicitly declares and agrees that they are in good mental and physical health, fully functioning, and completely understand that these services constitute strategic performance consulting and liability optimization, and **do not** constitute, nor are they a substitute for, mental health counseling, clinical therapy, medical, healthcare, or psychiatric treatment.

2. Delivery of Services: All consulting sessions are conducted **online** via secure video conferencing platforms. The Consultant will provide the Client with a secure access link prior to each scheduled session.

3. Fees and Payment:

- **Currency:** All fees are calculated and billed in **Euros (EUR)**.
- **Payment Method:** Payments are processed via **credit card** (Visa / Mastercard).
- **Billing:** Payment is captured **after** the consulting session has taken place.
- **Non-Refundable Policy:** Since payment is processed only after the service has been rendered, **no refunds** will be issued for completed sessions.

4. Cancellation and Rescheduling Policy:

- **Standard Cancellation:** Clients may cancel or reschedule a session at no cost, provided that notice is given at least **24 hours** in advance.
- **Late Cancellation:** Cancellations made less than 24 hours before the scheduled session, or "no-shows," will be **charged the full session fee**.
- **Exceptions:** Charges for late cancellations may be waived at the Consultant's discretion in cases of documented emergencies (e.g., medical hospitalization or unforeseen accidents).



5. Confidentiality: All information shared during consulting sessions is strictly confidential. The Consultant will not disclose any client information to third parties except in the following circumstances:

- The Client provides explicit written consent to waive confidentiality.
- There is a clear and immediate risk of harm to the Client or others.
- The Consultant is compelled to do so by a valid court order or legal mandate.

6. Limitation of Liability & Business Decisions: The Consultant provides tools, strategic frameworks, and mental resilience guidance; however, the sole and absolute responsibility for any and all business decisions, execution, and their subsequent financial, organizational, or corporate outcomes rests entirely with the Client and their organization. The Consultant shall not be held liable for any poor business outcomes, corporate losses, financial damages, or any personal, mental, or physical consequences of the Client.

In the event of any dispute or claim arising out of or in connection with these services, the maximum aggregate liability of the Consultant for any cause whatsoever shall be strictly limited to, and shall not exceed, the actual amount paid by the Client to the Consultant for the services rendered during the final single month of the consulting engagement immediately preceding the event giving rise to the claim.

7. Governing Law and Jurisdiction: Any dispute arising out of or in connection with these terms shall be subject to the laws and the jurisdiction of the competent courts in either **Israel** or **Mauritius**, as applicable to the nature of the engagement.