

## NeuIntention® Method Live Experience

Agreement, Terms, Disclaimer, Release, and Waiver

This Coaching Agreement (the **"Agreement"**) is entered into on the date of purchase, between Nathan Kohlerman (NeuIntention®) (the **"Coach"**) and Participant and/or Purchaser (the **"Client"**), collectively "the **Parties.**"

**Purpose of Agreement**: The purpose of this Agreement is to develop a coaching relationship between the parties in order to cultivate the Client's personal, professional, relational, faithful and/or business goals and create a plan to carry out those goals through educating and creative interactions with the ultimate result of maximizing the Client's personal and/or professional potential (**"Coaching Services"**).

The Parties agree as follows:

1. **Coaching Fees.** In exchange for coaching services, Client agrees to pay Coach the following fees:

a. Standard: One-Time Fee of \$2,497 (purchases through October 31st, 2022)

b. Standard: Installment — \$997 down payment every 30 days x 2 payments until 60 days have elapsed) (total of **\$2,991**) *(purchases through October 31st, 2022)* 

c. Standard: One-Time Fee of \$2,997 (purchases after October 31st, 2022)

d. Standard: Installment — \$1,197 down payment every 30 days x 2 payments until 60 days have elapsed) (total of **\$3,591**) *(purchases after October 31st, 2022)* 

e. VIP: One-Time Fee of \$3,497 (purchases through October 31st, 2022)

f. VIP: Installment — \$1,297 down payment every 30 days x 2 payments until 60 days have elapsed) (total of **\$3,891**) *(purchases through October 31st, 2022)* 

g. VIP: One-Time Fee of \$3,997 (purchases after October 31st, 2022)

h. VIP: Installment — \$1,497 down payment every 30 days x 2 payments until 60 days have elapsed) (total of **\$4,491**) *(purchases after October 31st, 2022)* 

i. Financing options through SweetPay will be managed by SweetPay and its affiliates.

- 2. **Coaching Schedule.** The Parties will meet in accordance with the group program schedule (see membership site for schedule) via Zoom (see membership site for link).
- 3. **Coach-Client Relationship Duties & Responsibilities.** A business and/or coaching relationship is a partnership between two or more individuals or entities. Each party must uphold their obligations for the coaching relationship to be successful.
- Coach & Client both agree to uphold, honor, and maintain the agreements, ethics, and standards of excellence.
- Client agrees to communicate honestly, be open to feedback and suggestions, and to fully engage and devote himself/herself/themself to the process.
- Client acknowledges and agrees that coaching is a comprehensive process that may explore different areas of his/her/their life, including faith, work/business, finances/wealth, health, relationships, and purpose, but it is ultimately the Client's decision how he/she/they incorporates education & training into each aspect of life.
- Client is solely responsible for implementing the techniques discovered through coaching.
  - 1. **Confidentiality.** This coaching relationship, as well as all information (physical or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the Code of Ethics. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. BE ADVISED: the Coach-Client relationship is not a relationship protected by legal confidentiality (like doctor-patient or attorney-client). As such, the Coach could be required to divulge otherwise confidential information to authorities. Client agrees to reciprocate confidentially for the coach and group.
  - 2. **Refund Policy.** No refunds will be given for this program. If Client for whatever reason requests a refund, it will be under the Coach's sole discretion to refund the Client or not. Due to the nature of this work, it is common for someone to request refunds, make untrue disputes, and other ego/fear-based decisions because this nature of work tends to challenge one's ego and potentially stretches the limitations and beliefs that one might believe of their own worth (or the program's), value, or limitations mentally, emotionally, physically, financially, energetically, and/or spiritually. It will be up to the sole discretion of the Coach whether or not to honor a petition of the refund. Due to intellectual property and trade secrets of NeuIntention®, the act of beholding one's eyes on the material and content alone can value for the worth of the intellectual property and license value.
  - 3. **Liability & Release.** Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated,

agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all services rendered through and after the termination date. Client agrees that the Coach is not liable or responsible for any actions or inactions, or for any direct or indirect result of any services provided by Coach. All facilitators, guest coaches, and pre-recorded material is considered an extension of the Coach and are further under NeuIntention® and Client releases all liability from Coach, NeuIntention<sup>®</sup>, its facilitators, or affiliates for their services, teachings, products, unintentional meanings, invitations, and/or recommendations. By participating, Client acknowledges that they have inquired Medical and Psychological providers before participating in the program and/or attest that they are in good health and fit to participate in the program and all exercises, practices, and fieldwork in the program. This includes (but is not limited to): breathwork, emotional release, mindfulness, meditation, bodily movement, shaking, releasing, dancing, expressing, singing, painting, and any other form of human expression that involves the mind, body, heart, and spirit. Client acknowledges that this program is not a replacement for therapy and will inquire to Coach about resources for referred providers in their immediate network.

- 4. **Entire Agreement.** This document reflects the entire agreement between the Coach and the Client and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in a written signed document by both the Coach and the Client.
- 5. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Agreement that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees, court fees, and all other associated fees (missed work, billable hours, etc.) for the hourly rate of Coach's \$999 per hour standard rate.
- 6. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout the globe. The Parties each represent that they have the authority to enter into this Agreement. Movement is involved if injury or death occur client will not blame coach. Client attests with full faith that their family (partner, children, immediate family, etc.) are in full support of their sovereign choices, decisions, and actions. This is necessary and crucial in this work; support is essential.

- 7. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 8. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 9. **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the state where both Parties reside, without giving effect to any conflicts of laws provisions. If the Parties reside in different states, this Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without giving effect to any conflicts of laws provisions.

The Parties agree to the terms and conditions set forth above and supersedes any previous verbal, written, or non-verbal agreements before the moment of signing.

## CLIENT ACKNOWLEDGEMENT

Client Printed Name:

Client Signature:

Date:

## **COACH ACKNOWLEDGEMENT**

Coach Printed Name: Nathan Kohlerman

Coach Signature: Nathan Kohlerman

Date: October 17, 2022