**Kept Elite Coaching/Non-Disclosure Agreement**

**Potential Kept Elite Client Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (called “Client”)

This agreement is between Nina Peterson (“Peterson”) the above-named Client.

Client acknowledges that Client must provide the required materials including video, photos, application fee and a signed Kept Elite Coaching/Non-Disclosure Agreement to be eligible for selection to be coached by Peterson. The required materials will be reviewed by Peterson and if the Client is selected, the Client will need to choose between the Silver, Gold and Platinum plans and pay the associated plan fee. A complete description of the plans and fees are provided at [www.keptelite.com/plans](http://www.keptelite.com/plans)

Except for the Non-Disclosure and Release of Liability Sections below, this agreement will terminate when the services provided under the Client’s chosen plan are completed, unless the Client and Nina Peterson agree in writing to continue one of her services under separate agreement.

**Services**

Once selected for coaching, the services to be provided by Peterson (and any additional coaches added to coaching process designated by Peterson (“Designated Coaches”) to the Client are telephonic or online coaching using a two-way communication internet application such as Zoom or Skype (or other similar application), as decided by Peterson and as described in www.keptelite.com/plans. Coaching may address specific and very personal struggles, business issues, or general conditions in the Client's life or profession. Other coaching services include value clarification, brainstorming, identifying plans of action, examining modes of operation in life, asking clarifying questions, and making empowering requests or suggestions for action. Additionally, the Client may be asked to reflect on difficult topics or situations which may result in an expression of emotions.

Throughout the working relationship, Peterson and Designated Coaches will engage in direct and personal conversations. The Client understands that successful coaching requires a co-active collaborative approach between Client and Peterson and Designated Coaches. In the coaching relationship, the coach plays the role of a facilitator of change, but it is the Client's responsibility to enact or bring about the change.

**Prior History**

The Client also agrees to disclose details of the past or present psychological or psychiatric treatment. Coaching and counselling are not the same. Likewise, treatment, therapy and other modes of professional or medical psychological examination shall not be considered equivalent to coaching.

Client acknowledges that Peterson and her Designated Coaches are not registered psychologists or psychiatrists, nor a licensed therapists. She, nor her Designated Coaches, engage in medical or psychological treatment or therapy with Clients. They only provide the services listed in www.keptelite.com/plans.

**Confidentiality**

All information about the Coach/Client relationship will remain strictly confidential except in extremely rare circumstances where decreed by law; for example, where a court might issue a subpoena for the file or information.

All information, plans, techniques, and tools that Peterson and Designated Coaches provide to the Client are confidential and are Peterson’s intellectual property (“Confidential Information”). Client agrees to keep this Confidential Information confidential and not disclose it or provide it to any third party.

**Release of Liability**

The Client is aware that Coaching under this agreement is in no way to be construed or substituted as psychological or counselling or any other type of therapy or medical advice. No assumption of responsibility or liability is made, or given, and the Client requesting such advice agrees not to hold Peterson or her Designated Coaches responsible or liable in any form or fashion.

Coaching services under this Agreement are provided "as is", without warranty of any kind, either expressed or implied, including without limitation any warranty for information services, coaching, uninterrupted access, or products and services provided through or in connection with the service. This service is requested at the Client's own choice and with inherent singular responsibility by Client. Any actions or lack of actions, taken by the Client of such advice is done so solely by choice and responsibility of the Client and is neither the responsibility nor liability of Peterson or her Designate Coaches. The Client takes full responsibility in the decisions they make after being coached as well as the consequences. The Client enters into coaching with full understanding that they have responsibility for creating their own results.

Periodically, Peterson or her Designated Coaches may provide links to other web sites or written print material which may be of value, interest and convenience to the Client. This does not constitute endorsement of material at those sites or any associated organization product of service. It is the responsibility of the Client to make their own informed decision about the accuracy of the information at those sites and print material including their privacy policies. In no event shall Peterson or her Designated Coaches be liable for any incident or consequential damages resulting from use of the material.

The Client signature on this agreement indicate full understanding of this Agreement with the information outlined above.

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Signature of Client/ Date