



New Client Profile

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First Name _____ *Middle Initial* _____ *Last Name* _____

Address: _____

City: _____ *State:* _____ *Zip:* _____ *Birth Date:* _____

Primary Phone: _____ *Cell Phone:* _____

E-mail: _____

Dear Valued Customer,

Thank you very much for choosing us for your wellness needs. We know you have many choices and are excited to have the opportunity to serve you. If you ever have any questions, concerns, or ideas for ways that we can better serve you, please let us know. We promise to work to exceed your expectations and help you discover what life feels like at your very best.

Much Love,

Dane Johnson, CHN
CEO & Founder
Dane@CrohnsColitisLifestyle.com

CLIENT SERVICES AGREEMENT

This Client Services Agreement (the “Agreement”) is entered into as of _____ by and between _____ (The “Client”), and IBD SHIELD CONSULTING, INC., a Florida Corporation, DBA CrohnsColitisLifestyle (the “Company”), together with the Client, the “Parties.”

RECITALS

WHEREAS, Company is engaged in providing holistic health and wellness advice and services (the “SHIELD Services”); and

WHEREAS, Client is seeking holistic health and wellness advice and services from the Company; and

WHEREAS, Company wishes to provide Client with holistic health and wellness advice and services; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

I. Services.

The purpose of SHIELD Services is to provide information and guidance for Client to expand their know-how and ability to lead a holistic, nutrition-focused lifestyle. SHIELD Services are highly customized to Client’s needs, goals, and limitations. Company strives to:

- Undo common misconceptions about Crohn’s, Colitis, and nutrition;
- Reveal new avenues to perceive health and mental capacity in dealing with Crohn’s and/or Colitis; and
- Assist Client in developing new strategies for optimal health and wellness.

SHIELD Services under the Agreement include:

- 24/7 Access to SHIELD Online Training Course;
- Five (5) 60-Minute Private One-on-One Coaching Sessions;
- Direct Coach Access for the duration of the SHIELD Services;
- Customized Daily Nutrition Plan and Specialized Recipes;
- Exclusive Access to eBooks, IBD Hack Sheets and other online resources;
- A Dedicated Community Support Specialist for all customer service needs;
- Exclusive Discounts for third party lab work and supplements; and
- Access to an International IBD Community Network through CC Connect.

Client should expect to fully engage in a significant behavior and lifestyle change, which will touch upon many areas of life and will likely present some level of emotional, mental, and physical challenge. Company does not make decisions for Client, but acts as a guide offering information and support. Ultimately, Client is the decision-maker, and Client's success is determined by Client's attitude, hard work and commitment to Company's SHIELD Services.

SHIELD Services are designed for adults only.

Although Company discusses at length the science behind nutrition and lifestyle, and their relationship to Crohn's, Colitis and health in general, Company does not employ licensed medical or mental health practitioners and does not provide any medical advice. Company Services do not involve the diagnosis or treatment of medical disorders as defined by the American Medical Association, and are not a substitute for counseling or medical health care. Company advice and opinions are not intended to be in place of any form of diagnosis, treatment or therapy from a licensed medical practitioner. Any supplements discussed with clients have not been evaluated by the Food and Drug Administration and are mentioned for informational purposes only. Services and products are not intended to diagnose, cure, treat, or prevent any disease.

II. Services Start and End Date.

Client's SHIELD Services start on the day Client's SHIELD Services membership fee is paid in accordance with the payment plan selected. SHIELD Services conclude 90 days from the start date. The duration of SHIELD Services may only be extended upon written approval of the Company.

III. Private Coaching.

Private Coaching is an integral part of SHIELD Services. Private Coaching entails a series of five (5) 60-minute Zoom sessions between Client and a dedicated Company Coach. These sessions involve a comprehensive review of SHIELD material, assistance in personalizing resources to create a tailored daily blueprint, and addressing any questions or concerns Client may have.

During the 90-day SHIELD program duration, Client can generally expect to have a Private Coaching session every 16 to 21 days (subject to Client circumstances and Coach discretion). Client's decision to forego any Private Coaching services will not entitle Client to extended SHIELD Services beyond the 90-day duration. Generally, Private Coaching includes direct message support with a 24-hour response time allocated to the Coach. However, if Client's Coach is on personal leave for a period of over 3 days, Client will receive advance written notice of such leave and Client's direct message

support will resume upon Coach's return. Client can always reach out directly to Company in Coach's absence if immediate support is needed.

Any extension of Private Coaching services is at discretion of Company, and the associated cost of any additional coaching will be confirmed prior to the rendering of services.

Client is matched with a Coach based on Client's personal experiences, time zone, Coach availability and likeness for optimal results. Client can request a Coach transfer up to three (3) days after Client's initial Coach onboarding session by a written request to alli@crohnscolitislifestyle.com. Client's request will be seriously considered, but may be denied based on Coach availability, time zone, and other restrictions. Company will do its very best to make sure you are satisfied with your coaching experience.

IV. Contact.

In addition to a Coach, Client's support team will include a Community Support Specialist. All contact with either Client's Community Support Specialist or Coach should be done through Circle DM or the CrohnsColitisLifestyle email addresses. Contact on CC CONNECT via Circle software is suggested and preferred.

V. Fees.

The cost of SHIELD Services is \$3,997.00 USD. Payment is required before Services are rendered.

If a split payment is chosen, the first installment is due upon execution of this Agreement. The second payment is due 30 days later. Failure to pay the second installment will result in a loss of membership and membership privileges, including SHIELD Services, Circle, Private Coaching, Supplement Discounts and access, CC University (Private Facebook Group), and all CrohnsColitisLifestyle resources.

If Client does not make a second payment but then decides to resume SHIELD Services and payment at a later date, Company reserves the right to reject restoration of SHIELD Services under this Agreement.

VI. Cancellation and Rescheduling Policy.

To cancel any scheduled session under the terms of this Agreement without penalty, Company requires 24 hours' notice prior to the session start time. If 24 hours' notice is not given, that session will be forfeited. Client is allotted one (1) rescheduling with 24 hours' notice during the term of this Agreement. In event of an emergency, Client should contact Coach as soon as possible.

VII. Refund Policy.

Company wants Client to be satisfied and have an opportunity to apply all of the strategies and tools available through SHIELD Services. However, there are no refunds under the terms of this Service Agreement without Company approval, and such approval is at Company's discretion only under exceptional circumstances.

In the event of an approved refund, Company may deduct from such refund amounts attributable to Coach and/or Community Support Specialist time incurred prior to the termination of Services. This is to ensure Company team members are paid for their time and to create a fair and safe environment for Company staff.

VIII. Health Insurance Policy.

We do not accept any form of Health Insurance.

IX. Termination of Agreement.

This Agreement may be terminated at any time by either Party with 7-days written notice to the other Party. Any termination is subject to the terms of Section VII (Refund Policy) of this Agreement.

Notwithstanding the foregoing, Company may terminate this Agreement and withdraw its Services **immediately** for any of following reasons, without advance notice or refund:

- Client breaches this Agreement;
- Client engages in violent, aggressive or threatening behavior towards a Company team member or another client;
- Client demonstrates repeated dishonesty;
- Client intentionally provides misleading information;
- Client fails to regularly follow the directions and recommendations of Company;
- Client is repeatedly late, cancels appointments or fails to attend appointments;
- Client fails to pay their fee;
- Client attempts inappropriate sexual misconduct or otherwise inappropriately solicits Company team members or staff; or
- Client shares login information and or information obtained in confidence.

X. Non-Disclosure

Any information, materials and/or login credentials ("CCL Property") exchanged between CrohnsColitisLifestyle and Client is provided in strict confidence and not to be shared with others unless authorized by law or with written permission of Company. If Client shares CCL Property, it is an immediate breach of this Agreement and will cause

Company financial harm. If Client shares CCL Property other than as permitted, Client agrees to pay Company immediate liquidated damages in the amount of \$5,000.

XI. Social Community Platforms

Client may be invited to join Company Social Community Platforms, which can be beneficial to Client. However, Client is advised that any information Client shares and/or any advice Client receives from other members on Company Social Community Platforms is not specifically endorsed or vetted by Company, nor can Company enforce the confidentiality of any information Client shares with other members.

Company will tolerate no spamming, cursing or posting of inappropriate material on Company Social Community Platforms. If Client is found to have used Company Social Community Platforms inappropriately, Client will be kicked off the Platform, and may be found in breach of this Agreement.

XII. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES, HOWSOEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

XIII. Confidentiality.

All information gathered from Client, including name, contact information and medical history, are stored in a secured and confidential manner. Any views expressed by Client to Company will be held with the utmost confidentiality. Client information will only be released with the written consent of Client or as required by law.

XIV. Amendment.

This Agreement may be modified or amended if such amendment is made in writing and is signed by both Parties.

XV. 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. In the event a court finds any provision of this Agreement is invalid or unenforceable, 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.

XVI. Waiver of Contractual Right.

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.

XVII. Applicable Law.

This Agreement shall be governed by the laws of the State of Florida.

XVIII. Dispute Resolution.

The Parties will use best efforts to resolve any dispute arising out of or relating to this Agreement. If the dispute cannot be resolved by negotiation within 60 days, the Parties agree to resolve the dispute using the following Alternative Dispute Resolution (ADR) procedure:

1. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with the Florida Rules for Certified & Court-Appointed Mediators.
2. If meditation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final and judgment may be entered upon it by any court having proper jurisdiction. Arbitration shall take place in Orlando, Florida.

IBD SHIELD CONSULTING, INC.

Name: _____

Signature: _____

Date: _____

CLIENT

Name: _____

Signature: _____

Date: _____