

• CULTIVATE A THRIVING PRIVATE PRACTICE •

The Successful Nurse

Laura Minard — Coaches — *Shelby Lutz*

EST.



2019

MAKE THE LEAP AGREEMENT

This Coaching Agreement (this "Agreement") is between The Successful Nurse Coaches INC (the "Coach") and the client whose name appears in the signature line (the "Client"). The Client is referred to as the "Parties", and each a "Party"). This Agreement is Effective as of the date specified in the attached Statement of Work.

The purpose of this Agreement is to set forth the details of the Party's relationship so that each is clear as to respective roles and how communication will take place so that the relationship will be positive, productive, and comfortable.

THEREFORE, the Coach and the Client agree as follows

1. TERMS.

- a. During the terms of this Agreement, the Coach agrees to provide consultations in accordance with the specific services set forth in the Private Coaching Package as outlined in Attachment A.
- b. The services to be provided by the Coach to the Client are coaching as designed jointly with the client. Coaching, which is not advice, therapy or counseling, may address specific personal projects, business, or general conditions in the Client's life, health, or profession.
- c. The client is aware that the Coach does not solve medical issues nor treat disease and is therefore not a replacement for the client's therapist or physician. If Client is presently under any form of psychiatric care or specialized medical supervision, the Client is to inform Coach prior to working together.
- d. Coach and Client agree upon the Package through which consultations, preparation, and follow-up work (if necessary) are conducted. Dates and locations are chosen collaboratively and adhered to upon signing the agreement.

2. METHODOLOGY.

Coaches will employ a range of methodologies, including coaching or mentorship. The client agrees to be

open-minded and partake in the methods proposed. The client understands that the Coach makes no guarantees as to the outcome of the sessions or package.

3. PAYMENT.

- **Program Fee:** The total program fee is **\$4,999 USD**. Client may pay either (a) the full amount at enrollment ("Paid in Full"), or (b) select the Payment Plan, which requires a valid credit or debit card kept on file. By selecting the Payment Plan, Client authorizes Coach to automatically charge the card on December 15, 2025, and monthly thereafter until the total fee of \$4,999 is paid in full.
- **Payment Plan Terms:** By choosing the Payment Plan, Client understands they are waiving eligibility for the Conditional Guarantee described below. Client remains responsible for the entire \$4,999 program fee regardless of whether they attend, complete, or withdraw from the program.
- **Late or Declined Payments:** If a scheduled installment is declined or not received within ten (10) days of the due date, services may be suspended. If payment is not received within fifteen (15) days, Coach may terminate this Agreement, but Client remains liable for the outstanding balance. A late fee of 5% per month (or the maximum allowed by law) may be added to overdue amounts.
- **Rollover Credit (NLCA Graduates Only):** Graduates of the Nurse Life Coach Academy (NLCA) may apply a one-time rollover credit of \$1000 toward the program fee. This credit is not transferable, not available to graduates of other programs, and must be applied at the time of enrollment.

Conditional Guarantee (PIF / Early Pay Only).

If Client pays in full at the time of enrollment, and (a) attends both required preparatory calls, and (b) documents at least twenty (20) real coaching conversations prior to December 15, 2025, but does not feel confident to begin, then Client may elect to defer and transfer their program start date to the next available cohort.

This transfer option is the **sole remedy** available under this Guarantee. No refunds will be issued.

4. DISCLAIMERS.

- a. By participating in health coaching services, the Client acknowledges that The Successful Nurse Coaches INC is not a medical doctor, psychologist, and/or therapist, and services do not replace the care of other professionals. Coaching is in no way to be construed or substituted as psychological counseling or any other type of therapy or advice.
- b. The Coach may provide the Client with information relating to products that the Coach believes might benefit the Client, but such information is not to be taken as an endorsement. The Coach may make dietary and/or lifestyle suggestions, but these are wholly the Client's responsibility and choice on whether to implement such changes. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or coaching provided.
- c. The Coach may provide the Client with third-party recommendations for such services as health, physical therapy, lifestyle, or other related services. The client agrees that these are only recommendations and the Coach will not be held liable for the services provided by any third-party to the Client. The Coach is not responsible for any adverse effects or consequences that may result,

- either directly or indirectly, from any information or services provided by a third-party.
- d. Any testimonials or examples shown through Coach's website, programs, and/or services are only examples of what may be possible for Client. There can be no assurance as to any particular outcome based on the use of Coach's programs and/or services. The client acknowledges that Coach has not and does not make any representations as to the future result that may be derived as a consequence of the use of Coach's website, programs, products, or services.
 - e. I give permission to The Successful Nurse Coaches INC the free use of social media posts that are made by me inside of our private Facebook group for internal training purposes only in which NO names or pictures will appear. Any other use of the footage will require my written permission in advance of any release.

5. CONFIDENTIALITY.

This Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal, or make use of any information learned by either party during discussions, coaching sessions, or otherwise. The client acknowledges that the Coach may share confidential information or coaching sessions with Coach's contractors or representatives solely for the purpose of fulfilling the obligations of this Agreement. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. The obligation of the Parties hereunder to hold the information confidential does not apply to information that is subsequently acquired by either Party from a third party who has a bona fide right to make such information available without restriction. Both Parties agree that any and all Confidential Information learned as of the date of purchase shall survive the termination, revocation, or expiration of this Agreement.

6. RECORDING OF CALLS.

The client acknowledges that calls may be recorded for purposes of fulfilling this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS.

In respect of the documents specifically created for the Client as part of this Agreement, the Coach maintains all of the copyright, other intellectual property rights, and any other data or material used or subsisting in the Material whether finished or unfinished. The client receives one license for the personal use of any content provided by the Coach. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Coach to the Client, nor grant any right or license other than those stated in this Agreement. For the purposes of this Clause, "Material" shall mean the materials, in whatever form, used by the Coach to provide the Services and the products, systems, programs or processes, produced by the Coach pursuant to this Agreement.

8. DISCLAIMER OF WARRANTIES.

The Services provided to the Client by the Coach under this Agreement are provided on an "as-is" basis, without any warranties or representations express, implied, or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose.

9. INDEMNIFICATION.

Each party shall indemnify, defend, and hold harmless the other, its current and former employees, or agents, from and against any claims, including third party claims, demands, loss, damage, liability, or expense (including attorney's fees) relating to a) the negligence, recklessness, or willful misconduct of the indemnifying party or any party under direction or control of the indemnifying party, b) a material breach of this Agreement by the indemnifying party or c) the damage, loss, or destruction of any property, profit, or revenue (both real or imagined) of the indemnified party, or its clients.

10. NON-DISPARAGEMENT.

The Parties agree and accept that the only venue for resolving a dispute shall be in the venue set forth hereinbelow. The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Client nor any of Client's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support

or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statements of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Coach or any of its programs, affiliates, subsidiaries, employees, agents or representatives.

11. DISPUTE RESOLUTION.

If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Austin, Texas, or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

12. NON-COMPETE.

While being a client of The Successful Nurse Coaches, Inc. Client agrees to not concurrently offer coaching programs that are in direct competition with The Successful Nurse Coaches Inc. This service will be described as, "Group Business Coaching or Mentorship for Nurse Coaches".

13. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA, regardless of the conflict of laws principles thereof.

14. GOOD FAITH.

Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

15. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral. No representations, inducements, promises, or agreements which are not embodied herein shall be of any force or effect. This Agreement may not be modified, amended, varied, waived, explained, added to, extended, changed in any way, except by a written instrument executed by a person authorized to execute such an instrument on behalf of both the Client and the Coach.

ATTACHMENT A

Coaching Specifics for Make The Leap

Program Duration: 16 weeks (Orientation December 16, 2025; Live group calls begin January 13, 2026).

Core Program Deliverables (included for all Clients):

- **Training & Curriculum**

- Access to *The Successful Nurse Coach Method Training*
- Access to *The Preceptorship Course* (step-by-step business launch training)

- **Group Coaching & Live Sessions**

- 1x Orientation Call (December 16, 2025)
- 10 Live Group Coaching Calls (weekly, beginning January 13, 2026 at 5:30pm CST)
- 1x Private 45-minute Coaching Session with a Lead Coach
- Proposal & Coaching Call Reviews (transcript submissions with feedback)

- **Community & Accountability**

- Private Telegram Community for peer support and Q&A

- **Program Structure (16 Weeks):**

- Weeks 1–3: Course study + Telegram support
- Weeks 4–6: Group Calls 1–3
- Week 7: Break + proposal review
- Weeks 8–10: Group Calls 4–6
- Week 11: Break + proposal review
- Weeks 12–13: Group Calls 7–8
- Week 14: Private coaching session with Lead Coach
- Weeks 15–16: Group Calls 9–10

Bonuses (for Paid in Full Clients Only):

- **Prep Call #1** – November 6, 2025 at 7pm CST: *Fear & Imposter Release*
- **Prep Call #2** – December 8, 2025 at 7pm CST: *Mindset & Business Readiness* (live business action)
- Triad Coaching / Accountability Pods (x3 small-group practice sessions)
- Extra Live Trainings with Shelby (mindset + business readiness support before start)
- Additional accountability touchpoint with a Lead Coach

Payment Options for Make The Leap

Option 1: Paid in Full (PIF)

- Client pays **\$4,999 USD** in one lump sum at enrollment.
- Eligible for the Conditional Guarantee and all Paid in Full bonuses listed in Attachment A.

Option 2: Payment Plan + Bonus

- Client pays **\$2,700 USD at the time of enrollment**, with the remaining **\$2,700 USD charged automatically 30 days later** (total \$5,400).
- By selecting this option, Client agrees to keep a valid debit/credit card on file for the second payment.
- Client receives the *Triad Coaching / Accountability Pods* bonus.
- Client remains responsible for the full \$5,400 program fee regardless of participation or withdrawal.

Option 3: Card on File (No Discount / No Bonuses)

- Client agrees to place a valid debit/credit card on file.
- By clicking "I agree" on the Commitment Page, Client authorizes The Successful Nurse Coaches, Inc. to charge the card for **\$2,700 on December 15, 2025** and **\$2,700 on January 15, 2026** (total \$5,400).
- Client receives **no bonuses** and is **not eligible for the Conditional Guarantee**.
- **Client may upgrade to Option 1 or Option 2 at any time before Oct 1, 2025**

Coach Printed Name _____

Coach Signature _____ Date: _____

Client Printed Name _____

Client Signature _____ Date: _____