

Thompson Hypnosis Privacy Agreement

This agreement ("Agreement") is made and entered into this ____ day of, _____, 202__ ("Effective Date") between and among Tim Thompson, hereafter referred to as "the hypnotist," owner of Thompson Hypnosis and _____, hereafter referred to as the "Client".

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

THEREFORE, the hypnotist and the Client agree as follows:

1) TERMS

- a) During the terms of this agreement, the Hypnotist 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 Hypnotists to the Client are Hypnosis or tele-hypnosis, as designed jointly with the client. Hypnosis, which is not advice, therapy or counseling, may address specific personal projects, business, or general conditions in the Client's life or profession.
- c) Client is aware that the Hypnotist does not solve medical issues nor treat disease and is therefore not a replacement for client's therapists or physicians. If Client is presently under any form of psychiatric care or specialized medical supervision, 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 are conducted. Dates and location are chosen collaboratively and adhered to upon signing the agreement.
- e) Client agrees to cancel or reschedule a one-on-one session more than 24 hours prior to the scheduled session. If the client does not reschedule prior to this time, that session will be forfeited.

- 2) METHODOLOGY. Coach will employ a range of methodologies, Hypnosis, coaching, and guidance. Client agrees to be open minded and partake in methods proposed. Client understands that Hypnotist makes no guarantees as to the outcome of the sessions or package.

3) PAYMENT

- a) The Client will make payment via emailed invoice, directly over the phone or other agreed upon method as outlined in attachment A.
- b) So that the client is fully invested in this package, no refunds will be issued.
- c) Credit Card Authorization (if applicable for payment plan). Each Party hereto acknowledges that Hypnotist will send an invoice or charge the credit card chosen by the Client on the dates and for the amounts specified in Attachment A. No sessions will be held until payment is made and if payment due is not paid within ten (10) days of due date, Client forfeits any remaining sessions.

4) DISCLAIMERS.

- a) By participating in hypnosis services, mentorship, and/or consulting, Client acknowledges that Tim Thompson is not a psychologist, therapist, attorney, or financial advisor, and services do not replace the care of other professionals. Hypnosis and/or consulting is in no way to be construed or substituted as psychological counseling or any other type of therapy or advice.
- b) The hypnotist may provide the Client with information relating to products that the Hypnotist believes might benefit the client, but such information is not to be taken as an endorsement or recommendation. The hypnotist is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or coaching provided.
- c) The Hypnotist may provide Client with third-party recommendations for such services as counseling, business, health, or other related services. Client agrees that these are only recommendations and the Hypnotist will not be held liable for the services provided by any third-party to the Client.
- d) Any testimonials, earnings, or examples shown through Hypnotist'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. Client acknowledges that Coach has not and does not make any representations as to the future income, sales, or potential profitability or loss of any kind that may be derived as a result of use of Hypnotists, website, programs, products or services.

5) CONFIDENTIALITY

- a) 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, hypnosis sessions, or otherwise, Client acknowledges that Hypnotist may share confidential information or hypnosis sessions with Hypnotists contractors or representatives solely for the purpose of fulfilling the obligation of this Agreement.
- b) 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. Client acknowledges that calls may be recorded for purposes of fulfilling this agreement [DL6]

7) INTELLECTUAL PROPERTY RIGHTS. In respect of the documents specifically created for the Clients as part of this Agreement, the Hypnotist 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. Client receives one license for personal use of any content provided by the Hypnotist. 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 Hypnotist to provide the Services and the products, systems, programs or processes, produced by the Hypnotist pursuant to this Agreement.

- 8) **DISCLAIMER OF WARRANTIES.** The services provided to the Client by the Hypnotist under this Agreement are provided on an "as-is" basis, without any warranties or representations express, implied or statutory; including, without limitation, warranted 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 herein below. 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 statement 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 Hypnotist 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 Richland, WA 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 attorney's 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) **GOVERNING LAW.** The Agreement shall be governed by and construed in accordance with the laws of the State of Washington within the United States, regardless of the conflict of laws principles thereof.

- 13) 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.
- 14) 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.

The parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

Signed By: _____

Name: Tim Thompson
Thompson Hypnosis

Signed By: _____

Name:

ATTACHMENT A

Hypnotist recommends 5 sessions to be done 1 per week until completion. Additional sessions may be needed if there are more issues to resolve. Sessions are approximately 60-90 minutes but may vary depending on circumstances.

SPECIFIC PAYMENT TERMS (as a part of Attachment A)

Client has paid a nonrefundable deposit that will be applied to cover the total fee for the first and last session in the amount of \$__750___. Client will pay for sessions 1,2, 3, 4, 5 at or before the time of service in the amount of \$_150_____ per session.

Same method of payment will be used for unpaid sessions as was used for the deposit unless Thompson Hypnosis is notified of a desire to use a different form of payment 48 hours prior to appointment time.

All appointment cancellations must be made 48 hours prior to appointment in order to be considered as a possible refund.

Any subsequent sessions will be paid one at a time before session commences at a price of \$__300_____ per session unless indicated otherwise.