

LIVING GOD'S LIGHT

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (this "Agreement"), effective as of the date set forth on the signature page hereto, is made by and between Living God's Light, a Utah limited liability company ("Living God's Light"), and the undersigned client(s) ("Client"). Living God's Light and Client may be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

1. Engagement of Services. Client agrees to engage Living God's Light to provide, and Living God's Light hereby agrees to provide, the package of products, events and services (the "Program(s)") selected by the Client all as more specifically described on the separate Performance Guarantee attached hereto as Exhibit A (the "Performance Guarantee"). Except as otherwise noted herein, all references to "Agreement" shall also include the Performance Guarantee. Living God's Light may, without prior approval or notice, utilize the services of third parties in providing the Program(s).

Program
Living God's Light Spirit Coaching

PLEASE CONFIRM DATE SELECTED:

Date
Example March 15, 2022

2. Program Fees and Payments. As consideration for the Program(s) provided by Living God's Light, Client shall pay Living God's Light the aggregate amounts set forth on the Performance Guarantee that correspond to the Program(s) selected. The Client agrees that the Program(s) shall be paid for in full prior to delivery of the products ("Products") and services ("Services") which comprise the Program(s) including, but not limited to, course materials, starter kits, attendance at in-person events, participation in coaching sessions and/or other Products and Services set forth on the Performance Guarantee. Products received cannot be returned, except in connection with Client's exercise of the "Transfer Option" as defined and set forth in Section 4. The Client authorizes Living God's Light and/or its affiliate entities to charge Client's debit/credit cards for all amounts due under this Agreement. Client hereby expressly agrees and understands that the payment terms expressed in this Section 2 must be fulfilled prior to the provision of any Products and/or Services. Client further agrees and understands that any failure to comply with, or deviation from, the payment terms outlined in this Section 2 after the commencement of Services or the delivery of Products shall result in a suspension of any future Products or Services until payment is made in full. Client agrees that any suspension of Products or Services does not release Client from responsibility for fulfilling all payment obligations. Unless specifically provided for on the Performance Guarantee, the cost of the Program(s) does not include travel and lodging expenses. All payments shall be made in U.S. dollars. Failure to adhere to the payment terms initiates Living God's Light's right to collect a debt. Client may be contacted by Living God's Light or a third-party collection agency in any attempt to collect any balance due. Client credit ratings may be affected.

3. Cancellation; Termination. Due to the nature of the Program(s) provided, Living God's Light will accept and process cancellations as follows; provided, however, that cancellations described in this Section 3 shall be effective only if provided by Client to Living God's Light in writing and delivered by mail or confirmable fax or email from 9:00 a.m. to 5:00 p.m. MST, Monday through Friday, not including national holidays:

The client may rescind and cancel this Agreement provided Living God's Light receives written notice of cancellation within 3 calendar days after the execution of the agreement by the Client. After the 3 day rescission period and due to the nature of the Program(s), Client may only receive a refund for the Program(s) in accordance with the Performance Guarantee attached.

Notwithstanding the foregoing, in any instance of termination by Client, Living God's Light shall retain a \$100 cancellation fee for the retail price of any Products or Services if already rendered to Client. Living God's Light may cancel any Program(s) for any reason immediately upon notice to Client, and may terminate this Agreement with Client upon Client's material breach of any of the terms of this Agreement. Further, Living God's Light may modify or update the Program(s) and underlying Products and Services at any time to any extent Living God's Light deems reasonably necessary, in its sole discretion. In the event of a cancellation by Living God's Light of any Program(s), Client shall be entitled to a full refund of the tuition price set forth on the Performance Guarantee. All refunds shall be made in U.S. dollars within 30 days of the cancellation or termination date.

EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE WILL BE NO REFUND ISSUED IF CLIENT DROPS FROM THE PROGRAM(S) AFTER ITS COMMENCEMENT.

4. Transfer. In lieu of termination as set forth in Section 3, Client may, at Client's option, exercise a one-time transfer to another Living God's Light Program prior to the commencement of the Program ("Transfer Option"). Client agrees to pay to Living God's Light, in accordance with the provisions of Section 2, (i) a fee of \$250 in the event that Client exercises the Transfer Option 22 days or more prior to the first in-person event as contemplated by the Performance Guarantee; and (ii) a fee of \$500 in the event that Client

exercises the Transfer Option 21 days or less prior to the first in-person event as contemplated by the Performance Guarantee. Furthermore, Client agrees to pay to Living God's Light any excess amount for which the Program Client transfers into exceeds the cost of the Program Client transfers out of.

5. Client Participation and Attendance is Required. Due to the nature of the Program(s) and Services, it is expected that upon starting a Program Client will attend each live event (whether in-person or via electronic means). All live sessions and completion call must be completed within one-year of the first live session. During the course of the Program(s), Client will have coaching sessions scheduled with Living God's Light as designated and provided by Living God's Light in its discretion. Client is expected to be on time for all scheduled sessions. If Client calls in late for any coaching session, the time missed will be forfeited. There will be no exceptions. In the event that Client wishes to re-schedule a coaching session, Client will notify Living God's Light in writing at least 24-hours prior to the scheduled session. If less than 24-hours notice is given by Client to Living God's Light, the session will be forfeited.

6. Intellectual Property Rights and Proprietary Information. Living God's Light is the owner of all rights, titles and interests in and to the Program(s) and all underlying Products and Services, including, without limitation, all related proprietary rights, intellectual property rights, concepts and ideas, works of authorship, designs, know-how, confidential and trade secret materials, codes, programs, access information, trademarks, service marks, patents and copyrights (collectively, the "Intellectual Property Rights"). The Intellectual Property Rights and all underlying documents and information shall remain the property of Living God's Light. Client shall not, by virtue of this Agreement, or otherwise, acquire any right, title or interest whatsoever in the Program(s) and underlying Products or in the Intellectual Property Rights of Living God's Light. Client further agrees not to take any action that would interfere with or infringe upon Living God's Light's Intellectual Property Rights, including without limitation: the distribution, displaying, copying, reproduction or duplication of the Program(s) and underlying Products and Services in any manner whatsoever; the creation, registration and/or use of trademarks, service marks or domain names that are the same or substantially similar to those of Living God's Light; use, manufacture, import, or sell any product that infringes upon Living God's Light's Intellectual Property Rights; or take any action that would create the appearance of an association or affiliation with or endorsement by Living God's Light.

Client further agrees that all course materials and information provided by Living God's Light as part of the Program(s) and Products or Services hereunder, including, without limitation, any client or attendance lists that Client may obtain, constitute Living God's Light's proprietary information ("Proprietary Information"). Client shall hold in confidence and not disclose any of Living God's Light's Proprietary Information to any third party without Living God's Light's prior written consent.

7. Limitations on Liability; Disclaimer; Force Majeure.

NEITHER LIVING GOD'S LIGHT NOR ANY OF LIVING GOD'S LIGHT'S STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES, INCLUDING, WITHOUT LIMITATION, MR. LYNN TAYLOR OR MR. VINCENT TOLMAN (COLLECTIVELY, THE "LIVING GOD'S LIGHT RELATED PARTIES") MAKES ANY AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE PROGRAMS AND UNDERLYING PRODUCTS AND SERVICES. LIVING GOD'S LIGHT AND THE LIVING GOD'S LIGHT RELATED PARTIES SHALL BE EXCUSED FROM ANY DELAY OR FAILURE IN PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT FOR ANY PERIOD IF SUCH DELAY OR FAILURE IS CAUSED BY ANY EVENT OF FORCE MAJEURE OR OTHER SIMILAR FACTORS BEYOND THEIR REASONABLE CONTROL.

THE CUMULATIVE AMOUNT OF ANY LIABILITY OF LIVING GOD'S LIGHT AND THE LIVING GOD'S LIGHT RELATED PARTIES TO CLIENT OR ANY THIRD PARTY FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL DOLLAR AMOUNT ACTUALLY RECEIVED BY LIVING GOD'S LIGHT FROM CLIENT FOR THE PROGRAM(S) AND UNDERLYING PRODUCTS AND SERVICES SELECTED BY CLIENT UNDER THIS AGREEMENT.

IN NO EVENT SHALL LIVING GOD'S LIGHT AND THE LIVING GOD'S LIGHT RELATED PARTIES BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO BREACH OF THIS AGREEMENT, COMMISSION OF ANY TORT INCLUDING NEGLIGENCE OR STRICT LIABILITY, NON-COMPLIANCE WITH ANY LAW, STATUTE OR REGULATION, ANY LOST PROFITS, LOST SAVINGS, OR BUSINESS HARM) ARISING OUT OF OR RELATING TO THE PROGRAM(S) AND UNDERLYING PRODUCTS AND/OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTHING CONTAINED IN THE SERVICES IS OR SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, MEDICAL, OR ANY OTHER PROFESSIONAL ADVICE, DIAGNOSIS OR TREATMENT. THIS SERVICE DOES NOT CONSTITUTE THE PRACTICE OF MEDICINE OR ANY MEDICAL OR PROFESSIONAL HEALTH CARE ADVICE,

DIAGNOSIS OR TREATMENT. YOU UNDERSTAND THAT LIVING GOD'S LIGHT DOES NOT PROVIDE MEDICAL, PSYCHIATRIC, OR OTHER PROFESSIONAL HEALTH CARE, ADVICE, DIAGNOSIS, OR TREATMENT. YOU REPRESENT THAT YOU ARE NOT ACCESSING, USING, OR PARTICIPATING IN THE SERVICE(S) AND RELATED ACTIVITIES TO ADDRESS ANY PHYSICAL, MENTAL, OR EMOTIONAL ILLNESS, AND YOU ARE CLEAR THAT NO PORTION OF THE SERVICE(S) AND RELATED ACTIVITIES ARE DELIVERED OR SUPERVISED BY HEALTH PROFESSIONALS. YOU UNDERSTAND THAT LIVING GOD'S LIGHT IS NOT RESPONSIBLE FOR PROVIDING MEDICAL ADVICE WITH RESPECT TO YOUR PHYSICAL OR MENTAL CONDITION AND ABILITY TO ACCESS, USE, OR PARTICIPATE IN THE SERVICE(S) AND RELATED ACTIVITIES. YOU ACKNOWLEDGE THAT YOU HAVE CONSULTED OR HAVE HAD AN OPPORTUNITY TO CONSULT WITH A QUALIFIED MEDICAL PROFESSIONAL BEFORE PURCHASING THE SERVICE(S). YOU REPRESENT THAT YOU ARE IN GOOD PHYSICAL AND MENTAL CONDITION AND HAVE NO MEDICAL REASON OR IMPAIRMENT THAT MIGHT PREVENT YOU FROM ACCESSING, USING, OR PARTICIPATING IN THE SERVICE(S) AND RELATED ACTIVITIES.

THE PROGRAM(S) AND THE UNDERLYING PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT BE INTENDED OR CONSTRUED AS PROVIDING LEGAL, INVESTMENT, FINANCIAL OR TAX ADVICE, AND SHOULD NOT BE USED TO MAKE ANY INVESTMENT DECISIONS. LIVING GOD'S LIGHT DOES NOT PURPORT TO TELL OR SUGGEST WHICH INVESTMENTS OR SECURITIES CLIENT SHOULD BUY OR SELL FOR HIMSELF OR HERSELF. NEITHER LIVING GOD'S LIGHT NOR THE LIVING GOD'S LIGHT RELATED PARTIES (A) ADVOCATE OR ENDORSE THE PURCHASE OR SALE OF ANY SECURITY OR INVESTMENT OR (B) MAKE ANY GUARANTY OR REPRESENTATION CONCERNING THE SUITABILITY OR POSSIBILITY OR PROBABILITY OF PROFIT OR LOSS OF ANY SECURITY OR INVESTMENT. INVESTMENTS IN "HARD" ASSETS SUCH AS PROPERTIES, BUSINESS VENTURES AND PRIVATE DEBT INSTRUMENTS ARE INHERENTLY RISKY AND ILLIQUID, AND SHOULD BE AVOIDED BY INDIVIDUALS WHO ARE UNSOPHISTICATED AND/OR WHO CANNOT AFFORD TO LOSE THEIR ENTIRE INVESTMENT. SUCH INVESTMENTS MAY NOT BE SUITABLE FOR PARTICULAR INDIVIDUALS. CLIENTS SHOULD ALWAYS CONDUCT THEIR OWN RESEARCH AND DUE DILIGENCE AND OBTAIN PROFESSIONAL ADVICE BEFORE MAKING ANY INVESTMENT DECISION. CLIENT ACKNOWLEDGES THAT NEITHER LIVING GOD'S LIGHT NOR THE LIVING GOD'S LIGHT RELATED PARTIES PROVIDE ANY SUCH ADVICE. CLIENT SHOULD MAKE SUCH INVESTIGATIONS AS HE OR SHE DEEMS NECESSARY TO ARRIVE AT AN INDEPENDENT EVALUATION OF ANY INVESTMENT OR SECURITY. NO LIVING GOD'S LIGHT PRODUCTS OR SERVICES SHOULD BE CONSIDERED A SOLICITATION TO BUY OR AN OFFER TO SELL SECURITIES.

8. Indemnification. Client (including without limitation any direct or indirect employee, subcontractor, agent or affiliate of Client) shall indemnify, defend and hold harmless Living God's Light and the Living God's Light Related Parties from and against all liabilities, claims, damages, penalties, interest, losses, costs and expenses, including, without limitation, reasonable attorneys' and expert fees and costs, of any kind or nature, incurred by Living God's Light in connection with any claim arising from the Program(s) and the Products and Services offered by Living God's Light. The indemnification obligations under this Section 8 shall survive the termination of this Agreement, and shall not be limited to the aggregate sum of payments made to Living God's Light.

9. Compensation by Living God's Light Vendors. Client hereby acknowledges that Living God's Light may engage one or more vendors ("Living God's Light Vendors") to present to attendees (including Client) at Program(s) and/or online at internet website(s) hosted and maintained by Living God's Light or its affiliates, educational and background information and marketing regarding Vendor's products and services, including but not limited to possible investment opportunities (the "Vendor Content"). Client further acknowledges that the Living God's Light Vendors routinely pay fees to Living God's Light for the right to present such Vendor Content. Client hereby knowingly and voluntarily waives any conflict of interest or potential conflict of interest which may exist now or in the future in connection with the foregoing arrangement between Living God's Light and any Living God's Light Vendor.

10. Compliance with Laws. Client agrees to use the Products and Services in compliance with all laws including, without limitation, laws relating to copyright, trademark or other intellectual property.

11. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture, investment adviser-client, fiduciary-principal or employer-employee relationship between Living God's Light and Client, or to give rise to any license or right of Client to any Intellectual Property Rights owned or controlled by Living God's Light.

12. Non-Solicitation. Client agrees that for the term of this Agreement, including any extensions, and for two (2) years thereafter, Client shall not solicit, hire or engage or attempt to solicit, hire or engage any coaches, employees, clients and customers, independent contractors, or associates of Living God's Light, or otherwise attempt to induce an individual to terminate his or her employment, engagement or affiliation with Living God's Light, to work, assist or provide similar or related services under this Agreement without Living God's Light's prior written consent.

13. Arbitration. Any controversy, claim, dispute or difference arising out of or relating to this Agreement that cannot be settled through correspondence and mutual consultation of the Parties within thirty (30) days written notice of the dispute (except any controversy or claim with respect to the Client's violation or attempted violation of Living God's Light's Intellectual Property Rights

or disclosure of Living God's Light's Proprietary Information), shall finally be settled through binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and conducted in a private manner in Weber County, Utah. With the exception of the selection of an arbitrator, all rules of evidence and pleading provided by the Utah Rules of Evidence and Utah Rules of Civil Procedure, and any other applicable local and/or Supreme Court Rules shall govern the parties' respective rights, claims, remedies, discovery and arbitration.

Upon the written demand of either of the Parties concerned, the Parties shall attempt to appoint a single arbitrator. If they are unable to agree within twenty (20) days from such demand, then each of the Parties shall appoint one (1) arbitrator and the two (2) nominated shall in turn choose a third arbitrator. The prevailing party in the arbitration shall be entitled to an award of its attorneys' fees and costs.

With regard to any controversy or claim concerning Living God's Light's Intellectual Property Rights or Proprietary Information, Living God's Light will not be required to arbitrate that controversy or claim but Living God's Light will have the right to institute judicial proceedings in any court of competent jurisdiction with respect to such controversy or claim. If such judicial proceedings are instituted, the Parties agree that such proceedings will not be stayed or delayed pending the outcome of any arbitration proceeding under this Agreement. The submission of any matter to arbitration, the outcome of such arbitration, and any other matter relating to this Section 13 shall be treated as confidential at all times by both Parties.

14. Jurisdiction and Venue. The arbitration provisions of Section 13 shall govern the Parties' recourse in the event of any dispute, difference, controversy or claim arising out of or related to this Agreement. Only in the event any such dispute, difference, controversy or claim does not fall within the arbitration provisions of Section 13 do the Parties agree to the exclusive jurisdiction of the courts of the State of Utah, County of Weber, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Utah located in Salt Lake County, Utah, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. The Parties hereto waive any other venue to which they may be entitled by virtue of domicile, residence, or any other reason. Process in any action or proceeding referred to in the preceding sentence may be served on either Party anywhere in the world.

15. Attorneys' Fees. In the event Living God's Light or Client brings any suit or other proceeding with respect to the subject matter or enforcement of this Agreement, the prevailing party (as determined by the court, agency, or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees, expenses, and costs of investigation.

16. No Third Parties Benefited. Nothing contained in this Agreement, whether express or implied, is intended to nor shall it confer upon any person or entity, other than the Parties hereto and their respective successors and permitted assigns, any benefit, right or remedies, whether legal or equitable, under or by reason of this Agreement.

17. Assignments. This Agreement may not be assigned by Client without the prior written consent of Living God's Light, in its sole discretion, and any such attempted assignment shall be void and of no effect. Living God's Light shall have the right to assign its rights under this Agreement to any entity controlled by or under common control, directly or indirectly, with Living God's Light. Client understands and acknowledges that all payments and fees incurred under this Agreement shall be processed and charged by Living God's Light LLC, or its administrative paying agent.

18. Amendments. This Agreement may be amended or modified only by a written instrument executed by the Parties.

19. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and permitted assigns.

20. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance, without regard to Utah's choice of law requirements.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or by electronic image scan transmission in .pdf shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes.

22. Performance Guarantee. The Performance Guarantee attached hereto is hereby incorporated by reference herein.

23. Read and Understand; Counsel. Client has read the terms of this Agreement, and Client understands its terms and effects, including, but not limited to, the disclaimers and limitations of liability set forth in Section 7. Client has been and is hereby advised in writing to consult with an attorney prior to signing this Agreement

24. Severability. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and shall not affect the validity or force and effect of the remaining provisions of this Agreement.

25. Miscellaneous. The Parties agree that the terms and conditions contained in this Agreement and in any Performance Guarantee make up the entire agreement between them regarding the Program(s) and underlying Products and Services and supersede all prior written or oral communications, understandings or agreements between the Parties relating to the subject matter contained herein, including, without limitation, any purchase orders or other ordering documents relating to the purchase of the Program(s) and underlying Products and Services. Any purchase order or other ordering documents will not modify or affect this Agreement or any Performance Guarantee, nor have any other legal effect and shall serve only the purpose of identifying the Program(s) and underlying Products and Services ordered. Any change in any of the terms and conditions of this Agreement or any Performance Guarantee must be in writing and signed by both Parties. The delay or failure of either Party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the rights of such Party thereafter to enforce each and every provision of this Agreement. The rights and remedies of the parties hereunder shall be cumulative and in addition to any other rights available under applicable law or in equity. All notices shall be given in writing (including by email or facsimile) by the Party sending the notice and shall be effective when deposited in the U.S. Mail or sent by confirmable email or facsimile, addressed to the Party receiving the notice at its address shown on the signature page to this Agreement (or to any other address specified by that party in writing with postage prepaid.) All section headings to this Agreement have been inserted for convenience of reference only, are not part of this Agreement, and shall in no way affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

LIVING GOD'S LIGHT	
By: _____	
Name: Vincent Tolman	
Title: Owner	
CLIENT(S):	
DATE: _____	
_____	_____
	Client Signature
	Print Name: _____
	Address: _____
	Email: _____