



Barn Nunn  
WY 82601  
rkwasnicki@cox.net

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## **PRIVATE 1-ON-1 ADVISORY AGREEMENT**

### **(Confidential Business Advisory Services)**

**This Private Advisory Agreement (“Agreement”)** is entered into as of \_\_\_\_\_, **20**\_\_\_\_, by and between:

**Advisor:** Robert Kwasnicki (“Advisor”)

and

**Client:** \_\_\_\_\_ (“Client”).

### **1. Purpose of Engagement**

Client is engaging Advisor to provide private business advisory and coaching services. Services may include strategic planning, operational review, growth strategy, leadership development, financial review discussions, and related business matters (the “Services”).

Services are advisory in nature. Advisor does not provide legal, tax, accounting, or investment advice.

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### **2. Delivery of Services**

Advisory sessions will be conducted virtually via Zoom or similar online platforms unless otherwise agreed.

Client acknowledges that sessions may be conducted electronically and agrees that participation via virtual platform satisfies any in-person requirement.

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### **3. Confidentiality**

#### **3.1 Definition of Confidential Information**

“Confidential Information” means all non-public information disclosed by Client during the advisory relationship, whether oral, written, visual, electronic, or otherwise, including but not limited to:

- Business strategies and plans
- Financial information



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- Trade secrets
  - Client/vendor information
  - Proprietary processes
  - Personal business matters

Confidential Information does not include information that:

- Is publicly available through no breach of this Agreement
- Was lawfully known to Advisor prior to disclosure
- Is received from a third party without restriction
- Is independently developed without use of Client's information

### **3.2 Advisor's Confidentiality Obligation**

Advisor agrees to:

- Hold Client's Confidential Information in strict confidence
- Use such information solely for purposes of providing the Services
- Not disclose Confidential Information to any third party without Client's prior written consent
- Take reasonable measures to protect its confidentiality

### **3.3 Compelled Disclosure**

If Advisor is required by law, court order, or governmental authority to disclose Confidential Information, Advisor may disclose only what is legally required and, where permitted, will provide prompt notice to Client.

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## **4. No Recording**

No session may be recorded by either party without prior written consent of the other party.

This includes audio, video, screenshots, transcripts, or AI-based note-taking tools.

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## **5. Platform Disclaimer**

Advisory sessions may be conducted using third-party communication platforms (e.g., Zoom). Advisor is not responsible for the independent security practices of such platforms.



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## **6. No Guarantee of Results**

Client acknowledges that business outcomes depend on numerous factors beyond Advisor's control. Advisor makes no guarantees regarding financial results, business performance, or specific outcomes.

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## **7. Independent Contractor**

Advisor is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, or employment relationship.

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## **8. Term**

This Agreement remains in effect during the advisory engagement and for three (3) years following termination with respect to confidentiality obligations.

Either party may terminate the advisory relationship at any time upon written notice.

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## **9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflict of law principles.

Venue for any dispute arising under this Agreement shall lie exclusively in the State of Wyoming.

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## **10. Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior discussions or understandings.

Any amendments must be in writing and signed by both parties.



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## **11. Membership Fees and Subscription Terms**

### **11.1 Subscription Model**

Membership in the Lionheart Advisory Group is offered on a recurring monthly subscription basis.

By enrolling, Member authorizes automatic recurring charges to the payment method provided at checkout.

### **11.2 Billing Frequency**

Member will be charged \$5,000.00 per month beginning on the Effective Date and automatically on the same calendar day each month thereafter unless cancelled in accordance with this Agreement.

### **11.3 Cancellation**

Member may cancel at any time by providing written notice at least five (5) business days prior to the next billing date.

Cancellation will take effect at the end of the current billing cycle. No prorated refunds will be issued for partial months.

### **11.4 No Refund Policy**

Due to the advisory and capacity-limited nature of the Group, all payments are non-refundable once charged.

### **11.5 Failed Payments**

If a recurring payment fails:

- Access to sessions may be suspended
- Member remains responsible for outstanding balances
- Reinstatement may require updated payment information

### **12.6 Chargebacks**

Member agrees not to initiate chargebacks for properly authorized subscription charges. In the event of a chargeback dispute, this Agreement serves as evidence of authorization.



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**Advisor:**

Name: Robert Kwasnicki \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Client:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_