

Individual Client Agreement

This Agreement is made and entered into on this day, [MONTH, DATE, YEAR] (“Start Date”) between [your business name], a [your state, your business entity, e.g. “A California Limited Liability Company”], (“hereinafter referred to as “Company” and [CLIENT NAME], (Hereinafter referred to as “Client.”)

Company and Client hereby voluntarily and willingly agree as follows:

For good and valuable consideration of [write out price of program] (\$ _____), Client is electing to purchase [Name of Package/Program] (hereinafter “Program”). In exchange, Company agrees to provide the services outlined in the Program Details below, and Program Outline attached hereto. Client understands and agrees that Company will utilize suitable methodologies in accordance with Client’s needs, and in accordance with her/her training.

1. Program Details

- a. Client agrees and understands that he/she is purchasing [insert sales page language regarding the package/program being offered – clearly outline everything client gets with purchase]
- b. Client acknowledges that he/she has read the Program Outline Addendum and conducted any additional research necessary to feel he/she understands what is being provided in [NAME OF PROGRAM] as well as what is not included. Client agrees to be bound by the terms and conditions outlined herein, as well as the general policies and procedures that can be found in this Agreement and on Company’s website.

2. Confidentiality

- a. This Agreement is considered a mutual non-disclosure agreement, meaning both Client and Company agree not to disclose, reveal, or make use of any confidential information learned by either party during discussions, Consulting sessions, calls, emails, or otherwise. Such “Confidential Information” includes, but is not limited to, Consulting strategies, exercises, or other methodologies Client learns as a result of working with Company, Information contained in documents or any other original work created by Company, and any and all other intellectual property (discussed below.)
- b. Client and Company agree that the responsibility to refrain from disclosing or sharing any and all Confidential Information learned as a result of Client working with Company shall survive the expiration of this Agreement and Company’s services. This means Client and Company both agree to continue to keep Confidential Information private, even after the completion of working with Company.
- c. Should Client breach this provision and disclose confidential or proprietary information belonging to Company or another participating in the Program, Client understands additional action may be taken by Company up to and including legal action.

3. Intellectual Property Rights

- a. Client agrees and understands that Company has created numerous original, creative works in connection with the Program, and agrees that Company maintains all copyrights and other intellectual property rights in all original or derivative content associated with or included in the Program, whether created prior to working with Client or specifically for Client. Client agrees she may be granted a limited right to use selected materials in the course of his or her own business, but understands that the rights remain with Company. Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property from Company to Client, nor grant any license to use the information, other than that which is expressly provided throughout the course of the Program.
- b. Client agrees and understands he/she is not to copy, repost, alter, publish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content or intellectual property provided by Company or obtained through working with Company, without Company’s express written consent. If such behavior is discovered or suspected, Company reserves the right to immediately end your participation in the Program without refund, as well as access to any program or materials you may have purchased, without refund, and reserve the right to prosecute any actionable infringement or misuse to the full extent of the law.

- c. **Licensee Rights: Company's Limited License to Client:** Client understands that in purchasing the Program, she/he is gaining access to view all content and information available as part of the Program, as well as any additional information or content shared with him/her by Company as she sees fit. Client understands this means he/she will have been granted a limited, revocable, non-transferrable license to read and use the information provided for use in his/her business and life, as instructed or allowed by Company. As a "Licensee," Client understands and agrees that Client will not: (a) Copy, edit, distribute, duplicate or steal any information or any Content obtained through Program without written permission by Company; (b) post, distribute, copy, steal or otherwise use any portion of the Program or its content without written permission by Company, and understand that any such use may constitute infringement, which may give rise to a cause of action against Client, (c) share purchased materials, information, content with others who have not purchased them, (d) **Client further acknowledges and understands that any such actions including but not limited to those outlined above will likely constitutes infringement and/or theft of our work, and a violation of this Agreement and United States Federal laws.**

4. Payment

- a. Client agrees to render payment via [PAYMENT TERMS – Visa, Paypal, etc.] and understands that the full purchase amount is due and payable upfront. Client agrees that absent an agreement regarding a payment plan with Company, he/she must complete payment in full before becoming entitled to any products or services included within Program.

5. Payment Plan:

- a. If Company HAS offered Client a payment plan, all information regarding payment schedule is outlined in the attached **Payment Plan Addendum**. Should Client fail to make timely payments, or if additional payments are not able to be processed, Client understands: *(1) the remainder of the Program may be forfeited until payment is made; and (2) Client may owe a five percent (5%) late fee. A payment is to be considered late if not paid within fifteen (15) days of the date it is due. Accounts that have not been paid after 30 days may be turned over to collections, and the balance of Client's account will be come due and payable. If Client's account is turned over to collections, Client understands and agrees he/she is responsible for any and all fees accrued, in addition to the original account outstanding balance.*
- b. Company reserves the right to cancel or cease working with Client should he/she fail to make additional payments in accordance with the Payment Plan as agreed upon at the beginning of the Program. Should this occur, Client understands she is not entitled to a refund of funds already issues to Company in exchange for work completed thus far, and it is up to the sole discretion of Company whether Client is to have continued access to any materials made available to Client during the Program up until payments were missed.

6. Refund Policy

- a. *Company is not able to offer refunds once Client has purchased the Program. Client understands this provision, and agrees that he or she is not entitled to a refund once payment has been issued to Company.*
- b. Client further agrees and understands that changing his/her mind about the Program, failing to follow through or understand the details of the Program, not experiencing the results he/she expected or desired, or experiencing any other similar situations does not entitle her to a refund.

7. Indemnification

- a. Client agrees at all times to defend, fully indemnify and hold Company and any affiliates, agents, team members or other party associated with Company harmless from any causes of action, damages, losses, costs, expenses incurred as a result of Client's use of Program, as well as any third-party claims of any kind (including attorney's fees) arising from his/her actions as a direct or indirect result of Client's participation in Program. Should Company be required to defend herself in any action directly or indirectly involving Client, or an action where we decide Client's participation or assistance would benefit Company's defense, Client agrees to participate and provide any evidence, documents, testimony, or other information deemed useful by Company, free of charge.

8. Voluntary Participation

- a. Client understands and agrees that he/she is voluntarily choosing to enroll in Program and is solely responsible for any outcomes or results. While Company believes in her services and that Program is able to help many people, Client acknowledges and agree that **[your business name]** is not responsible nor liable to Client should Client sustain any injuries, incur harm, or encounter any negative ramifications. Client agrees that he/she is fully responsible for his/her health and well-being, including participation in Program and any results therein.

9. Disclaimer

- a. Company cannot guarantee results of the Program, and cannot make any representations or guarantees regarding individual results. Client will hold Company and Program harmless if he or she does not experience the desired results.
- b. Client understands that all services provided by Company in connection with the Program being purchased are provided on an “as is” basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, fitness for a particular purpose, merchantability, or expectation or course of performance. Client is choosing to purchase this Program and work with Company on a purely voluntary basis and does not hold Company or Program responsible should Client become dissatisfied with any portion of the Program.
- c. Client agrees that he/she does not have a cause of action, legal remedy, and is not entitled to a refund should he/she not achieve the results desired following completion of the program, as long as Company delivers the Program as described in the Program Outline Addendum below, or similar substitutes, upon additional agreement by Company and Client.
- d. Client also understands Company is not a doctor, nurse, financial adviser, licensed therapist, or otherwise, and agrees to hold Company harmless should any physical, emotional, or financial injury occur as a direct or indirect result of the Program. The content provided by Company on his/her website and within the Program is comprised of information that has worked for Company and other clients, and may or may not be useful to Client in his/her personal business or life. Client understands Company cannot guarantee results from this Program, and has no expectation of a specific result that he or she holds Company responsible for.
- e. Earnings Disclaimer: Company also does not make any guarantees or assurances regarding a particular financial outcome based on use of Program, nor is Company responsible for Client earnings, or any increase or decrease in finances based upon information within Program. Any information or testimonials regarding past or current clients’ participation in programs, or working with Company contained on Website or in sales material that contain financial information are individual, and results may vary.

10. Legal Disclaimer

- a. Client understands Bahar Ansari is a California licensed attorney, but is in no way acting in her capacity as a lawyer when providing Program to Client, is not acting as Client’s attorney, and no legal advice is included within Program. Client understands Program does not include legal services, nor is Client hiring Bahar Ansari or Company to be his/her attorney through this Agreement, or by purchasing Program.
- b. Should Client be eligible to hire Bahar Ansari for legal services and the parties wish to enter into a separate legal arrangement, the Parties shall execute an additional, separate legal services agreement, and enter into a completely separate arrangement separate and apart from Program, after Program has ended. No attorney-client relationship shall be created or any legal services commence without an additional legal services agreement executed between parties.

11. Dispute Resolution

- a. Should a dispute arise between Company and Client, the parties agree to attempt to resolve by good-faith negotiations and discussions. (Client agrees that failure to see results is not a basis for a “dispute” and agrees he or she does not hold Company responsible for any specific results, or those results which have been achieved by other clients of Company.) If unable to reach a resolution informally, Client and Company agree that all disputes will be submitted for Arbitration by the American Arbitration Association, to be completed in **Orange County, California** within a reasonable amount of time. Client and Company agree to participate in

the arbitration process in good faith and in a manner that will effectively and efficiently resolve the dispute at hand, including the exchange of any materials, documents, or information. The decision made by the arbitrator is to be final and binding on both parties, and is not to be appealed or otherwise set aside. It is to be enforceable in any court of proper jurisdiction as a judgement of law or decree.

12. Applicable Law

- a. This Agreement shall be governed by and under control of the laws of California regardless of conflict of law principles, and regardless of location of Client. Client understands this and agrees that the laws of California are to be applicable here.

13. Amendments

- a. This agreement is not to be altered, amended, changed, extended, or considered waived without execution of an additional addendum signed by both Client and Company, or a party authorized to sign on behalf of either party.

Client and Company agree this Agreement constitutes the entire agreement between Company and Client, taking place of and superseding any and all prior agreements, discussions, correspondence, or proposals between parties. Client understands that if a portion of the Program or an expectation is not included in this Agreement, it does not apply and is not included within the Program. Client has taken any necessary measures to discuss further and have any questions answered by Company or Company’s team, and is in full agreement with the terms outlined herein. This Agreement may be signed in counterparts and sent electronically, and electronic signatures may be considered as originals.

Signed:

Client Name: _____

Client Signature: _____

(Date)

Company: _____

Signature: _____

(Date)

Addendums: Program Outline; Payment Plan

PROGRAM OUTLINE ADDENDUM

Client understands, acknowledges, and agrees he/she is purchasing the **[NAME OF PROGRAM.]** Once the Program is purchased and all Agreements are signed, the Program to continue for a period of _____. The work is to begin **[START DATE]** and run through approximately **[END DATE]**. During this time, Company will provide the following products and/or services:

1. _____
2. _____
3. _____
4. _____
5. _____

- **Modules:** Company will make available _____ modules, to be **[made available upon purchase of Program, via Membership Site, or however they are to be made available]**, released **[daily, weekly, monthly]**. These Modules are intended to release proprietary information created by Company for personal benefit of Client. Client agrees and understands that he/she is not to share, copy, distribute, or otherwise use (other than that which is expressly allowed) the information provided to her as a result of her participation in the program.
- **Private Calls:** Client understands he/she is entitled to **[NUMBER OF PRIVATE CALLS]** **[LENGTH OF CALL]** private calls with Company on a **[DAILY/WEEKLY/MONTHLY]** basis as part of the Program. Client understands he/she is to schedule each call with Company via **[mode of communication]**.
 - Should Company need to reschedule call, Company will do everything possible to provide client with as much notice as possible, and to reschedule to a mutually agreeable time. If Client is unable to attend the call, he/she agrees to cancel or reschedule at least 24 hours before the scheduled sessions. If cancellation is made within 24 hours of the scheduled call, Company will take reasonable measures to reschedule call for Client. If Client is a “no show” for the call and does not provide any advance notice that he/she will not able to make the call, Client understands Company is entitled to cancel the call without rescheduling, and may cause Client to forfeit the call.

Signed:

Client Name: _____

Client Signature: _____

Date: _____

PAYMENT PLAN ADDENDUM

Client Name: _____

Date: _____

Client and Company hereby agree to the following payment plan and payment schedule in order to purchase the above-referenced Program belonging to Company, as outlined in the above Agreement and Program Outline Addendum.

1. Cost of Program

Client agrees and understands that the cost of Program, when paid in installments, is \$_____, payable in monthly increments of \$_____. Client understands he/she has been provided with the option to either pay an upfront, one-time cost of \$_____, or monthly installments of \$_____, for a total investment of \$_____ and agrees that he/she is electing to pay in installments. Client is to issue payments to Company as follows:

PAYMENT SCHEDULE

DUE DATE	AMOUNT DUE	CLIENT INITIALS
[Month, Day, Year]	[\$_____]	
[Month, Day, Year]	[\$_____]	
[Month, Day, Year]	[\$_____]	
[Month, Day, Year]	[\$_____]	
[Month, Day, Year]	[\$_____]	
[Month, Day, Year]	[\$_____]	

2. Method of Payment

Client agrees to render payment via [PAYMENT TERMS – Visa, Paypal, etc.] and understands he/she will be charged in the amounts outlined above, on the corresponding due dates of each installment payment. Should the appropriate method of payment change at any point during the above outlined schedule, Client agrees he/she will promptly notify Company and/or Company's Team to ensure payments are not missed.

3. Missed / Failed Payments

Should Client fall behind in payments, or if additional payments are not able to be processed, Client understands: (1) Client will have a fifteen (15) day grace period to make the required installment payment upon receipt of invoice; (2) Client will owe a five percent (5%) late fee should Client fail to make the required payment after the grace period has expired; (3) the remainder of the Program may be forfeited if payment is not made thereafter.

Company reserves the right to cancel or stop working with Client should he/she become unable to make the additional payments in accordance with the Payment Schedule outlined above. Should this occur, Client understands she is not entitled to a refund of funds already issues to Company in exchange for work completed thus far, and it is up to the sole discretion of Company whether Client is to have continued access to any materials made available to Client during the Program up until payments were missed.

Client Signature: _____

Date: _____