

Program Agreement

**Please note: This should not be copied in lieu of hiring a professional lawyer who can update the terms for you according to where you live.

Joanna Lindenbaum International INC Program Agreement <u>Life Changing Courses</u>

In order to create clarity and for your experience to be most effective we have some terms and conditions that we agree to together. You agree to terms as a participant of the program and Joanna Lindenbaum International INC agrees to deliver on what is promised.

This agreement between Joanna Lindenbaum International INC (herein referred to as "Company") and **NAME** (herein referred to as "Client") confirms the terms on which you ("Client") has retained Joanna Lindenbaum International as your coach through **Life Changing Courses** (herein referred to as "the Program").

TERM OF AGREEMENT: The effective date of this agreement is from **DATE** for the duration of the program and payment terms.

YOUR BENEFITS: Company shall provide the following services to Client as part of enrollment in the Program:

- 13 weeks of LIVE Training and Practicum Calls
- (9) 90-minute "Get It Done" Curriculum Sessions
- Ongoing Personalized Feedback from our Team (via Private Facebook group and "Get It Done" sessions)
- Curriculum, Exercise Creation & Inner Work Worksheets
- Every Template and Logistics Email You Need for Group Programs
- 3 Day Going Deeper Retreat (January 2024)

ADDITIONAL BONUSES:

• LIVE spot in The Art of Client Transformation 3 Day Intensive (Spring 2024)

- Journaling Questions & Sequences for Breakthrough Exercises + Additional bonus recorded Moon Circles and Experiential Ceremony
- Lifetime Access to Recordings and Resources
- Marketing Bootcamp to Help Fill Your Life Changing Course

COMPENSATION: Client agrees to compensate company for enrollment in the Program, as delineated herein below:

\$4500 paid in full on DATE

PAYMENT TERMS. To the extent that Client provides Company with Credit-Card(s) information for payment on Client's account, Company shall be authorized to charge Client's Credit-Card(s) for any unpaid charges on the dates set forth herein. If Client uses a multiple-payment plan to make payments to Company, Company shall be authorized to make all charges at the time they are due and not require separate authorization in order to do so. Client agrees not to make any pre-chargebacks or chargebacks to Company's account or cancel the credit card that is provided as security without Company's prior written consent. Client is responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith. Client shall not change any of the credit card information provided to Company without notifying Company in advance.

Client has independently evaluated his/her ability to pay the fee, in light of Client's financial position and circumstances, and verifies that it is able to pay the Fee and will not be unduly burdened by payment of the Fee. A \$30 late fee will be charged for payment not received, or unable to be processed, by each installment due date.

CANCELLATION POLICY: Should you have to cancel your enrollment, you must advise the Company in writing, and receive a written response back from a member of the Company 40 days before the start of the program in order to receive a credit towards a future program.

We understand that there may be an unforeseen extreme extenuating circumstance that may come up, and in that case, if appropriate, the Company may decide to release you from your commitment. This would be at the Company's sole discretion and would be for extreme situations or hardships. In addition, at Company's sole discretion, it may be decided the Company and Client working together is not a good fit and the work together is not productive. Company may terminate this with written notice and may choose to refund any fees paid based on a pro-rated basis or waive any future payments. Your purchase is transferrable and a credit may also be offered. If a credit is granted, it must be used within 1 year or it will be forfeited.

SOLICITATION: Client understands that it is not permitted to solicit themselves, their services, their events or programs/products to other participants or Clients of the Company, while participating in the program.

RECORDINGS: Client understands that there will be audio or video recordings (including over the internet), and that these recordings may include impressions of Client recorded by Company

during their participation in the Program so that Client and other participants of the Program (present and future) can have recordings to refer back to. Company will never share confidential or sensitive information shared by Client during the program to non-community members.

PROGRAM MATERIALS: The materials and resources used in this program are the confidential and exclusive copyright and proprietary intellectual property of the Company. These materials are provided to Client by the Company and solely intended for Client's personal use. No part of these documents and/or resources can be reproduced or transmitted in any form or by any means (electronic, photographic, mechanical, or any other medium), recorded, translated, or used to produce any derivative works without the explicit written permission of the Company, under signature.

INTELLECTUAL PROPERTY: All intellectual property, including Company's copyrighted course materials, shall remain the sole property of the Company. No license to sell or distribute Company's materials is granted or implied. This includes, without limitation, creations, works, devices, models, notes, notebooks, reports, documentation, drawings, images, audiovisual works, video files, audio files, podcasts, literary works, blogs, website copy, marketing copy, computer programs, software coding and inventions, work-in-progress and deliverables shall be the sole property of Company.

Program Content and Materials: Regarding the content and materials of Program, the content and materials are proprietary to Company and you are not permitted to share the mp3's, videos, PDF's, other intellectual property or any other form of content from the program. This includes sharing the program's content and materials on social media other than the designated Program Facebook group. All content and materials are copyrighted by Joanna Lindenbaum International, Inc. If you violate the terms of this section, Company reserves the right to terminate the relationship immediately, retain any payments that have been made to Company or its subsidiaries and take appropriate legal action to collect any damages your actions cause Company.

CONFIDENTIALITY: The Company will honor the confidentiality of everything discussed with the Client. The Company will not divulge that the Client is enrolled in a coaching program without the permission of the Client. The Client understands that information will be shared with Company coaches and other members of the Program in the context of supervision and group support as it relates to the coaching being done. The Client will also honor the confidentiality of everything discussed in the group and will not share confidential or sensitive information with anyone outside the program.

NO GUARANTEES: Company makes no representations or guarantees verbally or in writing regarding performance of this Agreement other than those specifically enumerated herein. Client accepts that, because of the nature of Company's services and extent of clients' participation in Company's exercise(s)/recommendation(s), the results experienced by clients significantly vary. Client accepts responsibility for such variance. Company and its affiliates

disclaim the implied warranties of titles, merchantability, and fitness for a particular purpose. Company is not responsible for any decisions made by Client as a result of the services provided, or as a result of the Program, or of any consequences of those decisions.

COPYRIGHT: Client agrees that Company shall exclusively own, jointly and severally, all rights, title and interest, including copyright in, and to, the complete set of original Program recordings. Client waives all rights of copyright or ownership in any of the products in which Client's recorded voice appears, and hereby assigns to Company any such right, title, and interest in and to any such products. Company shall have the right, for any purpose, to use, adapt, change, delete from or add to such form and content, to combine all or any part of these original recordings with others, and to use the recordings for educational purposes.

LIVE TRAINING PARTICIPATION: A benefit of the Program includes Client's participation at a live training. At this live training there may be audio or video recordings and/or photographs of Client taken by the Company. It is the Client's choice to appear in any of these photographs or audio or video recordings. Photographs and/or recordings of the live training, that don't include confidential or sensitive information, may be used for other trainings and/or marketing purposes. Additional terms of this agreement also apply to Client's participation during live training.

RELEASE OF LIABILITY: Client understands that by using Company's services and enrolling in the Program, Client releases the Company, officers, employers, employees, independent contractors, directors, related entities, trustees, affiliates, and successors from any and all damages that may result from anything and everything. The Program is only an educational and/or training service being provided. Client understands that coaching is not meant to be a substitute for professional advice or treatment, or psychiatric treatment or therapy. Client accepts any and all risks, foreseeable or unforeseeable (including health and medical), arising from this training. This is a morally and legally binding agreement. By signing below Client and Company agree to the terms stated in this Agreement.

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| CLIENT SIGNATURE AND DATE: |
| |

COMPANY SIGNATURE AND DATE: