

# Consulting Agreement

Between **Client Full Legal Name** ("Client") and JVC Content Creation, LLC ("Company"), represented by Justin Conroy ("Consultant"). This Consulting Agreement ("Agreement"), made on **Date**, outlines the terms and conditions of the service to be provided by the Company to the Client.

FOR AND IN CONSIDERATION OF the mutual promises set forth herein, the parties agree as follows:

1. **Duration of the Agreement:**

This Agreement shall remain in effect for a period of five (5) years from the date of signing, unless terminated by either party with ninety (90) days written notice.

2. **Service Provided:**

The consultation shall be conducted remotely, utilizing Google Meet as the preferred platform, and will span a duration of one (1) hour. During this session, the Consultant will address the Client's questions related to personal finance and general investment education.

3. **Limitations of Service:**

It is expressly understood and agreed by both parties that the Consultant is NOT a Certified Investing Advisor and does not hold any licenses under the Investment Advisers Act of 1940 or any other relevant financial advisory certifications or licenses. Therefore, the Consultant's guidance and insights are educational in nature and are not intended as, nor should be construed as, specific investment advice. The Client understands that:

- i. The Consultant will **NOT** provide recommendations concerning the purchase, sale, or holdings of specific securities, including but not limited to stocks, bonds, or other investment vehicles.
- ii. Active investment strategies, discussions about the timing of the buying or selling of specific securities, and specific portfolio allocation advice are outside the scope of this consultation.
- iii. Discussions or advice on speculative investments, including but not limited to cryptocurrency, futures, and options, are expressly prohibited.
- iv. The Client acknowledges that specific investment strategies and decisions should be discussed with a licensed financial advisor or other appropriate professionals. Client should seek the advice of certified and licensed professionals such as lawyers and accountants, as needed.

- v. The Consultant makes no representations or warranties regarding the outcomes of any financial decisions made by the Client based on the Consulting Service provided.

4. **Disclaimer:**

The Consultant is not a certified financial planner, investment advisor, tax advisor, or licensed professional in the field of finance. No client-advisor or fiduciary relationship is created by this Agreement or during the Consulting Service. Any actions taken based on this Consulting Service are solely at the Client's own risk. It is strongly recommended that the Client consult a qualified financial professional for detailed advice.

5. **Responsibilities of the Parties:**

a. The Consultant agrees to:

- i. Maintain confidentiality of all Client information unless explicit written consent is provided.
- ii. Provide the Client with a pre-Consultation questionnaire no later than two (2) business days after this Agreement is signed.
- iii. Provide a one-hour consultation discussing financial information tailored to the Client's goals.
- iv. Deliver a session recording and written summary of the consultation call within three (3) business days following the consultation.

b. The Client agrees to:

- i. Complete the pre-Consultation questionnaire at least forty eight (48) hours prior to the consultation appointment.
- ii. Provide accurate and complete financial information.
- iii. Pay the consulting fee, including applicable taxes and fees, prior to the session.
- iv. Ensure that they have the necessary equipment, including a functional webcam, and stable internet connection, for the Google Meet consultation. The Client should address any technical difficulties or configurations prior to the meeting. The Consultant is not responsible for any technical issues arising from the Client's end.
- v. Verify and ensure they have access to Google Meet before the consultation date. The Client should understand that it may be necessary for the Client to possess or create a Google Account, depending on the restrictions of Google to use their service.

6. **Fees and Payment:**

The fee for the Consulting Service is Two Hundred Eighty Five dollars (\$285.00 USD), plus any applicable taxes and fees. Payment must be made in full, through Google Calendar / Stripe, when booking the appointment. If payment fails or is declined, the appointment will be canceled.

7. **Session Recording:**

- a. Recording
  - i. The consultation sessions will be recorded for quality and reference purposes. Following the session, the Client will receive a copy of the recorded meeting. By entering into this Agreement, the Client consents to such recording and its subsequent use by the Consultant for internal purposes.
- b. Usage of Recordings Clause:
  - i. The Client acknowledges that the recording provided post-session is for their personal use and reference only. Redistribution, public display, or any commercial use of the recording is strictly prohibited unless explicitly agreed upon in writing by both parties.

8. **Session Terms and Conditions**

- a. Session Cancellation:
  - i. Either party can cancel a scheduled session with written notice at least five (5) business days before the scheduled session for a full refund. Canceling a session does not equate to terminating the entire Agreement.
- b. No-Show Policy:
  - i. Clients failing to attend the session without at least twenty four (24) hours prior notice will not receive a refund.
- c. Rescheduling:
  - i. Either party may request to reschedule no later than twenty four (24) hours prior to the original session date.
- d. Extenuating Circumstances:
  - i. Refunds or rescheduling due to extenuating circumstances, such as natural disasters or family emergencies, will be at the Consultant's sole discretion.

9. **Refund Policy:**

Due to the personalized nature of the consultation service provided, no refunds will be issued once the consultation has taken place. The Client acknowledges and agrees that they are paying for the Consultant's time and expertise. Any dissatisfaction with the advice or recommendations given does not warrant a refund. By signing this Agreement, the Client understands and agrees to this refund policy.

10. **Confidentiality Agreement:**

- a. Confidential Information:
  - i. Refers to any data or information that the Client discloses to the Company during the Consulting Service.

- b. **Obligation:**
  - i. The Company agrees to hold all Confidential Information in strict confidence and shall not disclose or share said information to any third party, except as otherwise provided in this Agreement.
- c. **Exclusion:**
  - i. Does not apply to information that is generally available to the public or already known by the Company prior to the consultation.
- d. **Use of Anonymized Information:**
  - i. The Company may use or disclose any information that has been anonymized for content creation or for educational and promotional activities.
- e. **Client's Permission:**
  - i. The Company may use the Client's name or specific information with explicit written consent given by the Client for testimonials, reviews, or case studies.

11. **Privacy:**

Any personal information shared during the consultation will be kept confidential and will not be shared with third parties without the Client's consent, except where required by law.

12. **Intellectual Property:**

Any intellectual property created by the Consultant during the consultation shall remain the property of the Consultant unless otherwise agreed upon in writing. The Client is granted a non-exclusive, royalty-free license to use said intellectual property for personal and non-commercial purposes.

13. **Indemnification:**

The Client agrees to indemnify and hold harmless the Company from any claims, damages, or liabilities arising from the Client's actions or decisions based on the consultation.

14. **Limitation of Liability:**

Except in cases of gross negligence or willful misconduct, the Company's liability for any damages or losses incurred by the Client as a result of the consultation shall be limited to the amount paid by the Client for the consultation.

15. **Dispute Resolution:**

In the event of any dispute arising from this Agreement, both parties agree to first attempt resolution through mediation. If mediation is unsuccessful, the parties agree to binding arbitration.

16. **Severability:**  
If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
17. **Jurisdiction:**  
The laws of the State of Texas applicable to contracts executed and to be fully performed in the State of Texas shall govern this Agreement, and your execution of this Agreement shall constitute your consent to the exclusive jurisdiction of the State of Texas and the Texas and United States Courts located in Harris County, Texas and to serve all process pursuant to the applicable sections of the Texas Court Rules and/or Statutes with respect to matters arising pursuant to this Agreement. This Agreement shall be governed by and subject to the laws of the State of Texas.
18. **Agreement:**  
By proceeding with the booking, both parties agree to adhere to all terms outlined in this Agreement without exception.
19. **Warranties:**  
Each party represents and warrants to the other that:
- a) it has full power to execute and deliver this Agreement, to enter into the transactions contemplated hereby and to perform its obligations hereunder;
  - b) it has taken all necessary actions to authorize such execution, delivery and performance;
  - c) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms of this Agreement.
20. **Entire Agreement.**  
This Agreement contains the full and complete understanding among the parties hereto and shall supersede all prior agreements and understandings whether written or oral, pertaining hereto and, unless otherwise provided herein, may be amended only in writing, signed by the parties to this Agreement.
21. **Confidentiality.**  
The parties agree that the terms of this contract shall remain confidential except to the extent necessary to comply with law. If disclosure must be made to conform with any valid governmental requirement, or any subpoena, the disclosing party shall notify the other party at least seven (7) working days before disclosure is to be made and to make good faith efforts to cause the party to whom the information is disclosed to keep the information confidential.
22. **Descriptive Headings.**  
Descriptive headings of several of the sections and paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on **Date**.

**JVC Content Creation, LLC (Company)**

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

**Name:** Justin V. Conroy

**Position:** Managing Member (or Founder) of JVC Content Creation, LLC

**Client**

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

**Name:** **Client Full Legal Name**