

MASTER SERVICES AGREEMENT

Justin Long Consulting

This Master Services Agreement (“Agreement”) is entered into by and between:

Justin Long Consulting, a business registered in Germany, with principal office at Waldstr. 1, 89278 Nersingen (“Consultant”),

and

[Client Name], with address at [Client Address] (“Client”).

Consultant and Client may collectively be referred to as the “Parties” and individually as a “Party.”

1. Purpose

This Agreement governs the provision of consulting services by Consultant to Client, including but not limited to spiritual and prophetic insight services, business clarity coaching, and organizational culture and transformation workshops. Services are delivered online and internationally as agreed.

2. Nature of the Services

2.1 The Parties agree that this is a **service contract (Dienstvertrag)** under German law.

2.2 Consultant provides professional guidance, facilitation, and coaching. Consultant does **not** guarantee specific business, financial, spiritual, or organizational outcomes.

2.3 Client retains full responsibility for all decisions, implementations, and actions taken as a result of the services.

3. Scope of Services

3.1 Services shall be provided as described in the applicable **Service Appendix** attached to this Agreement.

3.2 Any services not explicitly included in a Service Appendix are excluded.

4. Client Responsibilities

Client agrees to:

- Provide accurate and complete information necessary for Consultant to provide services;
 - Make all business, spiritual, or organizational decisions independently;
 - Seek licensed professionals for legal, medical, financial, or psychological matters as appropriate;
 - Participate in faith-based elements voluntarily and with informed consent.
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5. Fees and Payment

5.1 Fees shall be charged as specified in the applicable Service Appendix.

5.2 Payment shall be made in [Currency] via [Payment Method] within [Payment Terms] days of invoicing.

5.3 Free services, if offered, do not create an obligation to purchase any paid services.

5.4 Late payments may incur interest at [X]% per month.

6. No Guarantee; Limitation of Liability

6.1 Consultant makes no guarantees regarding results, outcomes, revenue, or spiritual insights.

6.2 Consultant's liability for any claim arising from this Agreement shall be limited to direct damages up to the amount paid by Client for the specific service giving rise to the claim.

6.3 Consultant shall not be liable for indirect, consequential, or incidental damages.

7. Distinction from Regulated Professions

The Parties acknowledge that Consultant is **not** acting as a:

- Psychotherapist or counselor;
- Medical professional;
- Licensed attorney or tax advisor.

Client acknowledges that professional advice must be obtained from licensed practitioners where required.

8. Faith-Based and Prophetic Elements

8.1 Certain services may include: prayer, spiritual discernment, and prophetic insight.

8.2 Participation in these services is voluntary and based on informed consent.

8.3 Client may opt out of faith-based elements at any time without penalty.

8.4 Consultant shall not manipulate, coerce, or create dependency through spiritual practices.

9. Confidentiality

9.1 Both Parties shall maintain confidentiality of all non-public information disclosed in connection with the services.

9.2 Exceptions include legal obligations or express written consent.

9.3 Confidentiality obligations survive the termination of this Agreement for a period of [X] years.

10. Data Protection (GDPR)

10.1 Consultant shall comply with applicable data protection laws, including GDPR.

10.2 Client consents to the collection, processing, and storage of personal data necessary for the provision of services.

10.3 Client retains all rights under GDPR regarding their personal data.

11. Intellectual Property

11.1 Consultant retains all intellectual property rights in frameworks, teaching materials, and methodologies.

11.2 Client is granted a non-exclusive, non-transferable right to use materials internally for its own business purposes.

11.3 Client may not reproduce, resell, or distribute materials without Consultant's prior written consent.

12. Recording of Sessions

12.1 Sessions may be recorded only with express written consent of both Parties.

12.2 Recordings are for internal use and storage only, subject to GDPR and confidentiality obligations.

13. Term and Termination

13.1 This Agreement shall commence on the Effective Date and remain in effect until terminated by either Party.

13.2 Either Party may terminate with [X] days written notice.

13.3 Termination shall not relieve Client of obligations to pay for services rendered prior to termination.

14. Cancellation and Refund Policy

14.1 Cancellation of services by Client must be communicated at least [X] days in advance.

14.2 Refunds are not provided for services already delivered.

14.3 Force majeure events (e.g., illness, technical failure) shall not be considered a breach of this Agreement.

15. Online Services Disclaimer

Client acknowledges risks associated with online service delivery, including technical interruptions. Consultant is not liable for technical failures beyond its reasonable control.

16. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the **Federal Republic of Germany**. The place of jurisdiction shall be [Your Business Location].

17. Severability

If any provision of this Agreement is found invalid, the remainder shall remain in full force and effect.

18. Amendments

Amendments to this Agreement must be in writing and signed by both Parties.

19. Entire Agreement

This Agreement, together with its appendices, constitutes the entire agreement between the Parties and supersedes all prior communications.

SERVICE APPENDIX A

Prophetic Insight & Business Clarity

Scope of Services:

- Free prophetic insight sessions as scheduled.
- Optional paid implementation coaching sessions.

Disclaimer:

- Insights are faith-based and for guidance only.
- No prediction or guarantee of outcomes is provided.
- Client remains fully responsible for decisions and actions.

Fees:

- Free sessions: no charge
- Paid coaching: [Fee Schedule]

Participation:

- Client participates voluntarily and may opt out of spiritual elements at any time.
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SERVICE APPENDIX B

Organizational Culture & Transformation Workshops

Scope of Services:

- Workshops delivered online or onsite as agreed.
- Facilitator provides guidance, exercises, and materials.
- Consultant does not guarantee organizational change outcomes.

Fees:

- [Fee Schedule]

Exclusions:

- Consultant is not responsible for legal compliance, HR decisions, or regulatory obligations.