

FF-8, Gaur Sportswood Arcade Sector 79, Noida 201305

This Agreement is entered into by and between: Ashwin Alok, Spiritual Life & Mind Coach at MindCalling located at Unit No. 8, First Floor, Gaur Sportswood Arcade, Sector 79, Noida, Uttar Pradesh 201305 and the Client who seeks support from the Coach whereby Coach agrees to provide Coaching Services for Client focusing on the Spiritual & Mental wellness attached to this Agreement as Schedule A.

Description of Coaching: Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximise personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

1) Coach-Client Relationship

- A. Coach agrees to maintain the ethics and standards of behaviour established by the International Coach Federation "(ICF)" (Coachfederation.org/ethics). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behaviour.
- B. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
- C. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.
- D. Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.
- E. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek

such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

F. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

2) Services

The parties agree to engage in a session-wise Coaching Program through in-person meetings. Coach will be available to Client by e-mail and call in between scheduled meetings as defined by the Coach.

3) Schedule and Fees

This coaching agreement is valid as per the number of session(s) purchased. The fee for single session is ₹1100 to be paid just after the first session is over or to be paid in advance if purchasing multiple sessions. The meetings shall be of 60 minutes. If rates change before this agreement has been signed and dated, the prevailing rates will apply.

The refund policy in effect for the term of this Agreement is as follows:

If you are not satisfied with a Product that you purchased, you are eligible for a partial refund of amounts paid for that Product, provided that you: email us at mindcallingindia@gmail.com, no later than ten (10) days following the date of purchase, requesting a refund, stating the reason for your request.

4) Confidentiality

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognised privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent. Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

5) Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach at least 24 hours in advance of the scheduled meetings. Coach reserves the right to bill Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting. The amount, if paid, will not be refunded in this case.

6) Limited Liability

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date. The refund policies will be same as mentioned above in this agreement.

7) Entire Agreement

This document reflects the entire agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

8) Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to (certain amount of time such as 30 days)

after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party

shall be entitled to recover attorney's fees and court costs from the other party.

9) Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of Uttar Pradesh without giving effect to any conflicts of laws provisions.

10) Binding Effect

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.