



THE DIVINE CREATIVE MENTORING PROGRAMME

with CLARE GALLOWAY

CLIENT AGREEMENT:

This client agreement (also referred to here as 'the contract' or 'the agreement'), dated **write month here** (the 'effective date'), is made by Clare Galloway (also referred to as 'the mentor' or 'the coach') and is between herself and the **client name** (referred to also as 'the client').

This agreement is between mentor and client (referred to also as 'the parties') and is a legally binding document of contract:

Wherein, the mentor provides coaching services, and wherein the client wishes to engage with the mentor in acceptance of the terms and conditions set out in this document and verbally agreed.

The parties agree as follows:

1. SERVICES;

The mentor agrees to provide The Divine Creative mentoring programme (referred to as 'the programme') for the calendar month of **write month here**. The client agrees to abide by all policies and procedures as outlined in this agreement, as a condition of their participation in the programme.

2. DISCLAIMER;

The client understands that the mentor is not an agent, publicist, accountant, financial planner, lawyer, therapist, or any other licensed or registered professional. Coaching, which is neither directive advice, counselling, nor therapy, may address overall goals, specific projects, or general conditions in the client's life or profession. Coaching services may however include setting priorities, establishing goals, identifying resources, brainstorming, creating action plans, strategizing, asking clarifying questions, and providing models, examples, and in-the-moment skills or training.

The mentor promises that all information provided by the client will be kept strictly confidential, as permissible by law. In the event this contract remains unsigned, client understands that receipt of the first payment will be taken as agreement to the contents herein.

3. PROGRAMME STRUCTURE;

The structure of The Divine Creative mentoring programme is as follows:

- 9 x 1 hour mentoring sessions over the calendar month of **write month here**.
- Email and voice message support during working hours (9 am to 5 pm Central European/ Rome time).
- Specific podcasts and coaching support, tasks and planning tools, for the client's needs and dreams.

- Bonus material and links, suggestions and advice, as the synchrony arises to share

4. MENTOR'S REQUESTS FOR CLIENT'S PARTICIPATION IN THE PROGRAMME;

- Be on time to all appointments! If you must be late, notify the mentor as far in advance as possible. If you will miss an appointment, notify the mentor at least 24 hours in advance.
- Appointments missed without 24 hours' notice will only be rescheduled at the mentor's discretion.
- The mentor will wait a maximum of 15 minutes on the line before the session is forfeited – if the client is going to be late, the mentor must be notified in advance.
- Be honest and participate fully: the client agrees to recognise that our sessions are a safe place to look at what you really want, what you are capable of, and what it will take to make these happen.
- Come to each session prepared and with specific questions that you want the mentor to help you to answer. The mentor recommends a preparation time of at least 15-30 mins, to breathe, let go of the day so far, and bring all of your attention and energy to the meeting.
- Fill in pre-session paperwork, so that the mentor can bring her full attention to your needs in the meeting: make sure to email this at least 1 hour before the meeting.
- Make a commitment to the action plans you create and do what you have agreed to do.
- Understand that the power of the mentoring relationship can be consented to solely by you, so commit to making the relationship powerful, i.e. if you see that the coaching is not working as you desire, communicate this, and take action – or ask for support to take action – so to return the power to the dynamic.

5. TERM;

This programme is one calendar month long, and (dependent on this contract being signed and returned, and the invoice having been paid) begins on date of first session. The client understands that a working relationship with the mentor no longer continues between the parties after the conclusion of the programme. If the parties wish to continue their working relationship, a separate (new) agreement will be entered into.

6. TERMINATION;

The mentor is committed to providing all clients in the programme with a very positive experience. By signing below, the client agrees that - if the client becomes disruptive or if the client violates any of the terms of our agreement - the mentor may, at her sole discretion, terminate this agreement and limit, suspend or terminate the client's participation in the programme - without refund or rescinding of monthly payments. If the client decides to terminate this agreement, no refunds will be issued.

7. PAYMENT;

The total price of this programme is €1000. The client shall pay according to the agreed terms of the invoice. If the full payment is not received by the invoice date, the mentor reserves the right to suspend services until the payment is complete.

8. REFUNDS;

The client is responsible for full payment of fees for the entire programme, regardless of whether Client completes the programme. To further clarify, no refunds will be issued if a client abandons the programme.

9. CALLS;

The client will call the mentor on a pre-arranged WhatsApp or Skype line at the scheduled time of the appointment. Calls will be scheduled by mutual agreement of convenient timing. If the client needs to reschedule a call with the mentor, the client must give at least 24 hours advance notice to the mentor. Missed appointments will be forfeited at the sole discretion of the mentor.

The client also understands that any/ all scheduled coaching calls and/or other benefits expire at the end of the term of this programme; they cannot be carried over.

10. CONFIDENTIALITY;

This invoice is considered a mutual non-disclosure agreement. Both parties agree not to disclose or reveal - nor to make use of – any confidential information learned during discussions and communications throughout the duration of this programme. Confidential information includes, but is not limited to, information shared in connection with this agreement, and shall not include information rightfully obtained from a third party. Both parties shall keep all confidential information strictly confidential by using a reasonable (and professional) degree of care, not less than the degree of care used by either party in safeguarding their own confidential information.

11. COMPELLED DISCLOSURE OF CONFIDENTIAL INFORMATION;

Notwithstanding anything stated before in this document, if the client is required by law to disclose any of the afore-mentioned confidential information, the client will:

- (a) provide the mentor with prompt notice of such requirement prior to the disclosure, and
- (b) give the mentor all available information and assistance to enable the mentor to take the measures appropriate to protect the confidential information from disclosure.

12. NON-DISCLOSURE OF COMPANY MATERIALS;

Material given to the client in the course of the client's work with the mentor is proprietary, copyrighted and developed specifically for the mentor's services. The client agrees that such proprietary material is solely for the client's own personal use. Any disclosure to a third party/ parties is strictly prohibited.

The mentor's programme is copyrighted and the original materials that have been provided to client are for the client's individual and sole use and are granted as a single-user license. The client is not authorised to use any of the mentor's intellectual property for the client's business or other purposes. All intellectual property, including the mentor's copyrighted programme and/or course materials, shall remain the sole property of the mentor. No license to sell or distribute the mentor's materials is granted or implied by the engagement in this programme.

Further, by signing below, the client agrees that if the client violates, or displays any likelihood of violating, any of the client's agreements contained in this paragraph, the mentor will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

13. NON-DISPARAGEMENT;

The client shall not make any false, disparaging, or derogatory statement in public or private regarding the client's relationship with the mentor, nor with any aspect of the work undertaken together, or the mentor's business and team.

14. INDEMNIFICATION.

The client agrees to indemnify and hold harmless the mentor, her team, the platforms she uses to create the mentoring programme, and any other independent contractors, from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to, the client's participation or action(s) under this agreement. The client agrees to defend against any and all claims, demands, causes of action, lawsuits, and/ or judgments arising out of, or relating to, the client's participation under this agreement, unless expressly stated otherwise in writing by the mentor.

15. DISPUTE RESOLUTION.

If any dispute is not resolved first by good faith negotiation between the parties to this agreement, every controversy or dispute to this contract will be submitted to an Italian small business claims court. The arbitration must occur within 90 days of the date of the initial arbitration demand and must take place in the mentor's registered region of Benevento, Italy. The parties will cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the 90 day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorney's fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or a decree in equity, as circumstances may indicate.

16. GOVERNING LAW;

This agreement shall be governed by and construed in accordance with the laws of the state of Italy, regardless of the conflict of laws arising from geographical differentiations of client and mentor.

17. ENTIRE AGREEMENT; AMENDMENT; HEADINGS.

This contract constitutes the entire agreement between the parties with respect to our legal relationship, and supersedes all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. No amendment of, or any consent with respect to, any provision of this agreement shall bind either party unless set forth in writing, specifying such waiver, consent, or amendment, agreed and signed by both parties. The headings of sections in this agreement are provided for convenience only and shall not affect its construction or interpretation.

18. COUNTERPARTS;

This agreement may be executed in one or more counterparts (including by means of email or by portable electronic document format), each of which shall be deemed an original but all of which together will constitute one and the same document.

19. SEVERABILITY;

Should any provision of this agreement be or become invalid, illegal, or unenforceable under applicable law, the other provisions of this agreement shall not be affected and shall remain in full force and effect.

20. WAIVER;

The waiver or failure of the mentor to exercise in any respect any right provided for herein this document shall not be deemed a waiver of any further right hereunder.

21. ASSIGNMENT;

This Agreement may not be assigned by either party without express written consent of the other party.

21. FORCE MAJEURE;

In the event that any cause beyond the reasonable control of either party, including without limitation acts of God, war, curtailment or interruption of transportation and/ or communications facilities, threats or acts of terrorism, labour strike or civil disturbance, changes in law in the country of the mentor, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either party to perform its obligations under this agreement, the affected party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

22. CLIENT RESPONSIBILITY: NO GUARANTEES;

The client accepts and agrees that the client is fully responsible for their own progress and results from the programme. The mentor will help and guide client - however, enthusiastic, committed participation is a vital element to the programme's success, and that relies solely on the client. The mentor makes no representations, warranties or guarantees - either verbally or in writing - regarding the client's performance. The client understands that because of the nature of the programme and content, the results experienced by each client may vary significantly.

By signing below, the client acknowledges that there is an inherent risk of loss of capital and there is no guarantee that the client will reach its goals as a result of participation in the programme, and the mentor's comments about potential outcomes are expressions of opinion and of anticipated potential only. The mentor makes no guarantee other than that the services offered in this programme shall be provided to the client in accordance with the terms of this contract. The mentor agrees wholeheartedly to invest all reasonable care, positive support, committed action, life experience and wise guidance to assist the client in achieving their stated goals.

Please sign and return:

CLIENT, **name**

Signed

DATE

MENTOR, Clare Galloway

Signed

DATE