



Mentoring Services Agreement

1. The Mentorship Services.

1.1 Services. Under the terms and conditions of this Agreement, Soul Coach Melissa agrees to provide Client with certain services in the form of webinars, audio and/or visual presentations, and periodic personal coaching sessions and evaluations (collectively the "Services") in exchange for the Mentorship Services Fee(s) (outlined below in Paragraph 1.2). Client's access to such Services is made conditional on payment of the Mentorship Services Fee(s).

1.2 Coaching Services Fee. The Client will pay the Coach a monthly rate. Of this, the Client will pay the full monthly rate before work begins. All payments made by Client to Soul Coach Melissa are non-refundable.

2. Important Notice Regarding the Mentorship Services.

Client acknowledges that mentorship is not a form of or substitute for counseling, psychotherapy, mental health care or other medical or health care intervention of any kind. Soul Coach Melissa is not, and does not claim to be, a licensed medical or mental health professional. If Client is currently under the care of a mental health professional, it is Client's responsibility to consult with that person regarding the advisability of working with a spiritual Mentor. If at any time Client feels the need for professional counseling, Client agrees to promptly seek the assistance of a licensed professional. In addition, Client understands that participating in mentorship entails risks associated with a challenging program of personal development, including risks of mental or emotional upset as well as risks that may not be foreseeable at this time. By signing up for and participating in mentorship, Client freely and voluntarily assumes all such risks. Client further understands and acknowledges that desired or anticipated results may not be achieved, and Client takes fully responsibility for Client's results, personal health and well-being, and actions and decisions. **SOUL COACH MELISSA MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY AS TO THE RESULTS THAT CLIENT MAY ATTAIN THROUGH MENTORSHIP AND SOUL COACH MELISSA EXPLICITLY DISCLAIMS ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF RESULTS.**

3. Confidentiality.

Client shall not provide or make available any documentations, video, or audio to any third-party, nor shall it use any documentation, video, or audio to teach any third-party, or otherwise disclose or discuss information revealed in any portion of the Services.

4. Intellectual Property.

Client acknowledges and agrees that any and all audio and/or visual presentations, documentation and/or other elements related to the Services offered by Life Coach are the sole

intellectual property (the "Intellectual Property") of Life Coach or Life Coach has legal permission to use in providing the Services.

5. Indemnification & Limitation of Liability.

The Client agrees to indemnify and hold Soul Coach Melissa harmless against all costs, expenses and losses (including reasonable attorney's fees and costs) incurred through claims of third-parties against Soul Coach Melissa based on a breach by the Client of any representation and/or warranty made in this Agreement by Client. Soul Coach Melissa shall not be liable to the Client for any special, consequential, incidental, punitive or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Soul Coach Melissa's total liability hereunder shall be limited to the total fees paid by Client to Soul Coach Melissa hereunder.