Empowering Pathways LLC Mentoring Agreement

This Agreement is entered into by and between: Empowering Pathways LLC, 95 Shailor Hill Road Colchester, CT 06415, the employed Mentor(s) and the Client whereby the Mentor agrees to provide Services for Client focusing on the topics agreed to in the sessions selected by the Client.

**Description of Mentoring:** Mentoring is partnership (defined as an alliance, not a legal business partnership) between the Mentor and the Client in a thought-provoking and creative process that inspires the client to maximize 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.

# Mentor-Client Relationship

* 1. Mentor agrees to maintain the ethics and standards of behavior established by Empowering Pathways LLC. Most specifically, respect of privacy, diversity, and demonstrated integrity.
	2. 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 mentoring relationship and his/her mentoring sessions and interactions with the Mentor. As such, the Client agrees that the Mentor 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 Mentor. Client understands mentoring is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
	3. Client further acknowledges that he/she may terminate or discontinue the mentoring relationship at any time.
	4. Client acknowledges that mentoring 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 and if those areas will be discussed in support of a more robust plan is

exclusively the Client’s responsibility.

* 1. Client acknowledges that mentoring does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that mentoring is not to be used as a substitute for counseling, 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 mentoring relationship agreed upon by the Client and the mentor.
	2. The Client understands that in order to enhance the mentoring 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.

# Services

The parties agree to engage in a mentoring session by video chat defined as a set number of meetings to occur within a prescribed amount of time, during which the mentor will be available to the Client by e-mail between scheduled meetings as defined by the mentor. The mentor may also be available for additional sessions, per Client’s request which can be secured through individual session bookings.

# Schedule and Fees

This mentoring agreement is valid as of 08/31/2022. The fees vary and depend on the total number of sessions and the packages selected. Those packages include a free one-time consultation, individual sessions for open topics or specific PATHway areas, Select PATHways, and the Holistic PATHway.

The calls/meetings shall be 60 minutes in length. 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: ***Partial Refunds will only be issued if the Client determines the remaining sessions in a package are no longer needed. If for any reason the Mentor cannot support a session, the Client will be credited for that session.***

***All other sales are final.***

# Procedure

The time of the mentoring meetings and/or location will be determined based on the booking time on the site. The mentor will initiate the sessions through Zoom. If there are any issues with the Zoom, the client and the mentor can mutually determine if another session should be scheduled.

# Confidentiality

This mentoring relationship, as well as all information (documented or verbal) that the Client shares with the mentor as part of this relationship, is considered confidential. However, please be aware that the mentor-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 recognized privilege. The mentor agrees not to disclose any information pertaining to the Client without the Client’s written consent. The mentor 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 Mentor'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 mentor from a third party, without breach of any obligation to the Client; (d) is independently developed by the mentor without use of or reference to the Client’s confidential information; or (e) the mentor is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the mentor and as a result of such disclosure the mentor 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 mentor in a timely manner.

All of the techniques utilized by the mentor are considered proprietary to Empowering Pathways LLC and shall not be reproduced or utilized without the express written consent of Empowering Pathways LLC.

1. **Release of Information** *(****Optional, based upon specific situation****)*

The mentor(s) utilize data to ensure the PATHway method continues to be the most effective in serving the Clients. By signing this agreement, you agree to have only your name, contact information start and end dates, goal, and result of mentoring shared with Empowering Pathways LLC mentors

for the sole and necessary purpose of verifying the mentoring relationship, no personal notes will be shared.

# Cancellation Policy

Client agrees that it is the Client's responsibility to notify the mentor at least 24 hours in advance of the scheduled sessions. mentor reserves the right to bill Client for a missed meeting. mentor will attempt in good faith to reschedule the missed meeting.

1. **Record Retention Policy *(Optional, if the mentor as adopted such a policy)***

The Client acknowledges that the mentor has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the mentor-Client relationship. Such records will be maintained by the mentor in a format of the Mentor's choice (print or digital/electronic) for a period of not less than 10 years.

# Termination

Either the Client or the mentor may terminate this Agreement at any time with \_2\_weeks written notice. Client agrees to compensate the Coach for all mentoring services rendered through and including the effective date of termination of the mentoring relationship.

# Limited Liability

Except as expressly provided in this Agreement, the Mentor makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the mentoring services negotiated, agreed upon and rendered. In no event shall the Mentor be liable to the Client for any indirect,

consequential or special damages. Notwithstanding any damages that the Client may incur, the Mentor'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 Mentor under this Agreement for all mentoring services rendered through and including the termination date.

# Entire Agreement

This document reflects the entire agreement between the Mentor 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 Mentor and the Client.

# Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Mentor agree to attempt to mediate in good faith for up to 60 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.

# Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision

of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

# Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

# Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of

 CT , without giving effect to any conflicts of laws provisions.

# Binding Effect

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

By agreeing to the terms and conditions of the Empowering Pathways website, the Client agrees to the terms outlined in this Mentor / Client Agreement.