

EXCLUSIVE SERVICE AGREEMENT

This Exclusive Service Agreement (“Agreement”) is made and entered into on this ____ day of _____, 2025, at Mumbai, Maharashtra, India.

BY AND BETWEEN:

AlterBuddy, a firm duly registered under the laws of India and having its registered office at F-801/802, Whispering Palms Xclusive, Lokhandwala Complex, Kandivali East, Mumbai – 400101, Maharashtra, India (hereinafter referred to as “AlterBuddy” or the “Company”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and

permitted assigns);

AND

[CONSULTANT NAME], an individual providing services across wellness, dating, relationship, finance, career, or any kind of guidance that is available on AlterBuddy Platform, residing at [Address], holding nationality of [Country], empanelled with AlterBuddy as a service provider (hereinafter referred to as the “Consultant”, which expression shall, unless repugnant to the context or meaning thereof, mean and include their heirs, successors, legal representatives and permitted assigns).

AlterBuddy and the Consultant are hereinafter individually referred to as a “Party” and collectively as the “Parties”.

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

- a) “Platform” refers to the online and offline ecosystem operated by AlterBuddy through which services are rendered to Clients.
- b) “Consultant Services” refers to any and all services including counseling, relationship & dating advice, healing, energy sessions, manifestation, and similar wellness services offered by the Consultant via the Platform.
- c) “Clients” refers to the customers or users availing services via the AlterBuddy platform.
- d) “Confidential Information” includes all non-public, sensitive, proprietary, or client-related data disclosed by AlterBuddy to the Consultant.
- e) “Intellectual Property” shall mean any method, content, format, design, concept, tool, document, material or approach developed by or on behalf of AlterBuddy.
- f) “Applicable Law” shall refer to all laws in India and any other jurisdiction relevant to either Party.

2. SCOPE OF ENGAGEMENT

2.1 The Consultant agrees to be exclusively empanelled with AlterBuddy to offer the Consultant Services to Clients via the Platform.

2.2 The Consultant shall not engage directly or indirectly with any platform, service or business that competes with the business of AlterBuddy during the term of this Agreement and for a period

of 2 years thereafter.

2.3 The Consultant shall ensure that their conduct, service delivery, and communication uphold the reputation, mission and service standards of AlterBuddy.

2.4 The Consultant shall submit, upon execution of this Agreement, a written declaration of all existing affiliations, business ventures, social media handles, or platforms through which similar services are rendered.

3. EXCLUSIVITY AND NON-COMPETE

3.1 The Consultant agrees that during the term of this Agreement, and for a period of two (2) years thereafter, he/she shall not:

- a) establish, promote, or render services through any business, brand, or platform providing similar services as AlterBuddy;
- b) offer services to Clients onboarded through AlterBuddy independently;
- c) use the methodologies, branding, or formats of AlterBuddy for any purpose outside the platform.

3.2 Breach of this clause shall entitle AlterBuddy to injunctive relief, legal damages, and immediate termination.

4. FEES, PAYMENT, AND TAXES

4.1 The Consultant shall receive 70% (seventy percent) of the fee collected for each completed session conducted on the Platform. AlterBuddy shall retain 30% (thirty percent) as platform facilitation and administrative charges.

4.2 The fees shall be payable on a monthly basis upon submission of a valid invoice by the 5th day of the following month. Invoices submitted late will be processed in the next cycle.

4.3 AlterBuddy shall deduct applicable taxes including TDS in accordance with Indian law and issue TDS certificates quarterly.

4.4 The Consultant shall be solely responsible for any other taxes or statutory obligations in their jurisdiction.

5. BRAND, INTELLECTUAL PROPERTY AND RECORDINGS

5.1 The Consultant acknowledges that all intellectual property, branding, and methodologies developed, used or provided by AlterBuddy remain the exclusive property of AlterBuddy.

5.2 The Consultant agrees not to use AlterBuddy's name, logo, branding, or materials in any way outside the scope of this engagement without prior written approval.

5.3 All sessions may be recorded for quality, legal, or training purposes. Such recordings shall be owned exclusively by AlterBuddy and may be used as deemed fit in line with data protection laws.

5.4 Any material created by the Consultant during the course of this Agreement for use on the Platform shall be deemed a 'work made for hire' and owned by AlterBuddy.

6. STANDARDS OF SERVICE AND BEHAVIOUR

6.1 The Consultant shall conduct all sessions professionally, with integrity, in quiet, well-lit settings using stable internet and functional equipment.

6.2 Attire must be formal or semi-formal. Backgrounds must be neutral and non-distracting.

6.3 The Consultant shall not reschedule sessions without valid reason or communicate with Clients outside the Platform.

6.4 AlterBuddy reserves the right to suspend or terminate the Consultant's access if conduct is deemed unprofessional or below quality standards.

7. TERMINATION

7.1 Either Party may terminate this Agreement with 30 days' written notice.

7.2 AlterBuddy may terminate immediately in case of:

- a) breach of confidentiality, exclusivity, or branding clauses;
- b) conduct damaging to the reputation of AlterBuddy;
- c) repeated Client complaints (3 or more substantiated reports).

7.3 Upon termination, the Consultant shall cease all references to AlterBuddy and return or delete any confidential information or data in possession.

8. INDEMNITY AND LIABILITY

8.1 The Consultant agrees to indemnify and hold harmless AlterBuddy from and against any claims, legal proceedings, losses or damages arising from:

- a) the Consultant's breach of this Agreement;
- b) any claim or complaint by a Client due to dissatisfaction or adverse experience;
- c) misuse of branding, IP, or confidential data.

8.2 AlterBuddy shall not be liable for any direct, indirect, consequential, or special damages arising out of this engagement.

9. FORCE MAJEURE

9.1 Neither Party shall be held liable for failure or delay in performance due to causes beyond their reasonable control, including but not limited to natural disasters, cyber-attacks, epidemics, government actions, or power/internet outages.

9.2 The affected Party shall notify the other in writing within seven (7) days of the commencement of such force majeure event.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 This Agreement shall be governed by and construed in accordance with the laws of India.

10.2 Any dispute arising out of or in connection with this Agreement shall be resolved first through good faith discussions. If unresolved, the matter shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Mumbai, India. Proceedings shall be conducted in English.

10.3 Parties agree that Mumbai courts shall have exclusive jurisdiction over all matters related to this Agreement, subject to arbitration.

11. MISCELLANEOUS

11.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior communications, proposals, or understandings.

11.2 If any provision is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.3 No amendment or waiver shall be valid unless made in writing and signed by both Parties.

11.4 If Client and Consultant build any kind of association outside the platform, then AlterBuddy will not be liable or responsible in a direct or indirect way for any kind of illegal or unethical losses.

12. CONSULTANT BACKGROUND DECLARATION

12.1 The Consultant hereby declares that they have disclosed all current and past professional associations, platforms, social media handles, business ventures, and any prior or pending legal proceedings.

12.2 AlterBuddy reserves the right to validate the accuracy of this declaration and terminate the Agreement in case of material misrepresentation.

13. AUDIT AND MONITORING RIGHTS

13.1 AlterBuddy shall have the right to monitor session quality, client feedback, and operational compliance of the Consultant without prior notice.

13.2 The Consultant agrees to cooperate with periodic audits or reviews initiated by AlterBuddy.

14. POST-TERMINATION NON-USE & NO REPRESENTATION

14.1 Upon termination, the Consultant shall not represent themselves in any form (oral, written, digital) as affiliated with AlterBuddy.

14.2 The Consultant shall remove all branding, references, bios, or representations of AlterBuddy from public profiles, websites, and professional pages.

14.3 Continued reference to AlterBuddy post-termination shall attract legal action and potential damages.

15. PLATFORM POLICY ADHERENCE

15.1 The Consultant agrees to comply with all policies, procedures, and platform rules as issued by AlterBuddy from time to time.

15.2 AlterBuddy reserves the right to update these policies, and continued use of the platform by the Consultant shall be deemed acceptance of such revisions.

16. PERFORMANCE METRICS

16.1 AlterBuddy may prescribe minimum performance standards, such as minimum number of sessions, minimum number of working hours per month, client ratings, response time, and

participation in promotional events.

16.2 Failure to meet these standards consistently may result in suspension or non-renewal of this Agreement.

17. ONLINE REPUTATION PROTECTION

17.1 The Consultant shall not publish, post, or circulate any statements, reviews, videos, or content mentioning AlterBuddy or its Clients without prior written approval.

17.2 Any online activity (personal or professional) that directly or indirectly affects the reputation or integrity of AlterBuddy shall constitute a material breach.

18. ANNEXURE AND INCORPORATION BY REFERENCE

18.1 The following annexures form an integral part of this Agreement and are deemed incorporated by reference:

- a) Annexure A – Consultant Declaration Form
- b) Annexure B – Code of Conduct & Service Standards
- c) Annexure C – Client Consent & Risk Acknowledgement

18.2 The Consultant confirms that Annexure A has been filled truthfully and submitted to AlterBuddy.

18.3 The Consultant undertakes to strictly adhere to the Code of Conduct set forth in Annexure B throughout the term of engagement.

18.4 The Consultant shall present Annexure C to each Client before the first session and ensure it is duly acknowledged by the Client.

18.5 Any breach or failure to comply with the provisions or obligations outlined in the above annexures shall be treated as a material breach of this Agreement, entitling AlterBuddy to take appropriate legal or contractual action.

IN WITNESS WHEREOF

IN WITNESS WHEREOF, the undersigned have executed this Exclusive Agreement on the day and year first written above.

Signed for and on behalf of AlterBuddy:

Signature: _____

Name: Mudit Gambhir

Designation: Founding Partner

Signed by the Consultant:

Signature: _____

Name: [Consultant Name]