

The payment terms will depend on the nature of the service and will be determined as follows:

- 1. 1:1 Coaching: The Coach agrees to charge clients referred by The Third Perspective at the rates agreed upon by the parties. The Third Perspective will retain 30% of the coach's fee as commission.
- 2. Coaching as a service: The Coach agrees to charge The Third Perspective at the rates agreed for each project. Based on interest and availability of the coach, this will be negotiated between the coach and The Third Perspective
- 3. Group coaching: The Coach agrees to charge The Third Perspective at the rates agreed for each project. Based on interest and availability of the coach, this will be negotiated between the coach and The Third Perspective

The Third Perspective will pay the Coach's fees minus the commission if applicable within 30 days of receiving payment from the client. All taxes pertaining to the country of the coach's operation will be payable by the coach. 18 March 2025

Address line 1
Address line 2

Dear < Name>

We are delighted to have you on board as a coach in The Third Perspective collective! We hope this association will be meaningful and deeply satisfying as we collectively create value for individuals and organisations.

The Third Perspective is a collective of highly experienced, dedicated and passionate professionals who wish to impact quality of lives and systems through depth work. We are a bunch of passionate people trained is psychological approaches who have spent decades working in the world of business. Our work spans across coaching, consulting and HR services. With our 'lived' experience in organizations, and our expertise in the psychoanalytical approach, we can work deeper and wider, getting into the crux of the matter. Our team has come together to build human centric systems and psychologically informed leaders.

We are grateful to have you are a part of our global pool of coaches. Our empanelled coaches who have been leaders such as yourself, will be available for companies that are developmentally focussed and seeking critical transformation. As a part of you onboarding we



are pleased to present the Memorandum of Understanding and its various articles below. Needless to mention, please feel free to connect with your relationship manager for any clarifications.

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made and entered into on [DATE] ("Effective Date") by and between:

- TPL advisory LLP (hereon known as The Third Perspective)
- [COACH'S NAME] ("Coach")

Recitals;

WHEREAS, The Third Perspective operates as consulting firm that connects coaches with clients seeking coaching services; and

WHEREAS, the Coach is a certified and experienced coach who desires to offer coaching services through the Platform.

Article 1: Purpose and Scope

The purpose of this MOU is to outline the terms and conditions under which the Coach will provide coaching services through the Platform.

The nature of service for which the coach's service would be engaged is as follows

- 4. 1:1 Coaching: Individuals seeking coaching
- 5. Coaching as a service: for clients seeking long term developmental intervention for their leaders
- 6. Group coaching: clients seeking group interventions

Article 2: Coach's Obligations

The Coach agrees to:



- Provide high-quality coaching services to clients referred by The Third Perspective
- Maintain the confidentiality of client information and coaching sessions
- Adhere to The Third Perspective's code of ethics and conduct
- Provide accurate and up-to-date information about their coaching services and credentials

Article 3: The Third Perspective's Obligations

The Third Perspective agrees to:

- Refer clients to the Coach
- Provide the Coach with access to The Third Perspective's technology and resources
- Handle client payments and invoicing
- Promote the Coach's services through The Third Perspective's marketing channels

Article 4: Fees and Payment Terms

The payment terms will depend on the nature of the service and will be determined as follows:

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The Third Perspective will pay the Coach's fees minus the commission if applicable within 30 days of receiving payment from the client. All taxes pertaining to the country of the coach's operation will be payable by the coach.

Article 5: Intellectual Property



It is expected that both the coach and The Third Perspective retains ownership of all intellectual property rights in and to their coaching materials and methods.

Further, it is expected that The Third Perspective retains ownership of all intellectual property rights in and to the platform and its technology.

Article 6: Confidentiality and Non-Disclosure

Often Coaches will be part of projects where The Third Perspective methods, models, materials and approached would be used and vice versa. The parties hence agree to maintain the confidentiality of each other's business information and trade secrets.

Moreover, the parties agree not to disclose each other's confidential information to any third party without prior written consent.

Article 7: Term and Termination

The term of this MOU will commence on the Effective Date and continue for a period of 2 years. Either party may terminate this MOU upon 90 days' written notice to the other party.

Article 8: Governing Law and Jurisdiction

This MOU will be governed by and construed in accordance with the laws of India. Any disputes arising out of or related to this MOU will be resolved through the dispute resolution process as outlined in the company's code of conduct and governance processes.

By signing below, the parties acknowledge that they have read, understand, and agree to be bound by the terms and conditions of this MOU.

Article 5: Intellectual Property

It is expected that both the coach and The Third Perspective retains ownership of all intellectual property rights in and to their coaching materials and methods.



Further, it is expected that The Third Perspective retains ownership of all intellectual property rights in and to the platform and its technology.

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