

Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") is made and entered into by and between MENTRA FZ-LLC, a company registered under the laws of the United Arab Emirates (UAE), with its principal office located at address at In5 Tech, Dubai Internet city, Dubai, UAE (hereinafter referred to as the "**Company**"), and the individual or entity who has accepted the terms of this Agreement through the Mentra platform (hereinafter referred to as the "**Therapist**," "**Coach**," or "**Contractor**")

WHEREAS:

These are the terms and conditions for therapists or coaches (the "**Therapist**"). All therapists working under these terms and conditions are considered independent contractors. You should review this agreement in its entirety. You acknowledge your acceptance of this agreement by applying to become a Therapist or coach on our platform. Mentra reserves the right to change these Terms at any time in its sole discretion. Please check these terms regularly for changes. Your continued use of the Platform following the posting of any changes to the Terms will constitute your acceptance of and agreement to those changes.

1. Purpose

The Company owns and operates an online platform through which therapy, consulting, professional advice, and any other information are provided (collectively, the "**Provider Services**"). Provider Services are administered and accessible to any person or persons who access the Provider Services (the "**User**" or "**Users**") via multiple websites, mobile applications, and other means (collectively, the "**Platform**"). Subject to any other provisions of this Agreement, the Company hereby engages the Contractor as an independent contractor to supply Users of the Platform with virtual therapy support.

2. As-Needed Basis

The parties acknowledge and agree that the Company has no obligation to make any minimum commitment of work, time, or compensation to the Contractor. The Contractor will provide service only on an as-needed basis as determined by the availability of Users.

3. Location

The Services shall be rendered remotely unless stated otherwise.

4. Relationship

The relationship between the Company and Contractor shall be that of independent contractor and nothing herein shall render the Contractor an employee, partner, party to a joint venture with Company, or agent of the Company. The Contractor shall not hold yourself out to have any such authority. This Agreement constitutes a contract for the provision of Provider Services to platform Users and not a contract of employment.

5. Terms and Conditions

A Contractor is any counselor, consultant, practitioner, professional, expert, coach, therapist, advisor, or any other person who registers to provide Services, through the use of the Platform, to Users.

By accessing or using the Platform, the Contractor agrees that he/she has read and agreed to all terms in this Agreement. Upon the Contractor's acceptance of the terms of this Agreement, he/she agrees that he/she has been advised of and understands the potential risks, consequences, and benefits of administering services using the Platform. If the Contractor does not agree to all the terms of this Agreement, then he/she must not access or use the Platform.

6. Use of the Platform

a. The Contractor will not (a) reproduce, modify, make derivative works of, reverse engineer, decompile, or disassemble the Platform or material found on the Platform, (b) modify copyright or other proprietary rights notices of Company or its licensors in or accompanying the Platform, (c) make the Platform available in any manner to any third party for use in the third party's business operations, (d) access or use (or permit third parties to access or use) the Platform in order to build or support any product or services competitive with the Platform, or (e) inaccurately or falsely represent yourself to the Company.

b. The Company reserves exclusive rights to modify the features and functionality of the Platform as determined solely by the Company and such modifications are subject to change or termination without notice.

c. The Company has the absolute and unmitigated authority to cease referrals of Users to the Contract at any time in its sole discretion.

d. By agreeing to this Agreement, the Contractor is also agreeing to the terms of the Platform privacy policy available at <https://yourmentra.com/privacy-policy> (the "**Privacy Policy**"). For purposes of the Privacy Policy, the Contractor is a User and the same terms of the Privacy Policy

that would apply to any User also apply to the Contractor. The Privacy Policy is incorporated into and deemed a part of this Agreement. The Company reserves exclusive rights to modify the Privacy Policy as determined solely by the Company and such modifications are subject to change in accordance with the terms contained in that policy.

7. Disclaimers and Limitations of Liability

- a. The Contractor acknowledges and agrees that the Platform is being provided for use "as is" and on an "as available" basis without warranty of any kind, express, implied, or statutory, and therefore he/she will not have any plea, claim, or demand towards the Company in relation to the Platform's Users, members, properties, limitations, or compatibility with the Contractor's needs. The Contractor shall not have any plea, claim, or demand against the Company in respect to any services he/she decides to provide in connection with the use of the Platform. To the fullest extent of the law, the Company expressly disclaims all warranties of any kind, whether expressed or implied.
- b. Registration, providing Provider Services and any use of the Platform is being made at the Contractor's sole and entire risk, without warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security, or accuracy.
- c. Company does not guarantee any referrals of Users and makes no representations regarding the volume or number of interactions Contractor will have with Users.
- d. The Company expressly disclaims all warranties for information posted or transmitted by the Platform's Users and/ or members.
- e. The Contractor will bear all the risks associated with the uploading and transmitting of material and utilizing the Platform including reliance on its accuracy, reliability, or legality.
- f. The Company will not be deemed the provider or recipient of any services acquired through the Platform. The Contractor provides Provider Services at his/her sole and entire risk.
- g. Under no circumstances will the Company be held liable to the Contractor for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of business, revenue, profits, use, data, or other economic advantage.

h. The Contractor acknowledges and agrees that the Company disclaims any liability in relation to any claim, suit or action brought by a User in connection with provision of any Provider Services by the Contractor, including but not limited to representations by the Contractor as to his/her qualifications and advice provided through the Platform. The Contractor agrees to indemnify and hold the Company harmless in connection with any such claim and any damages or expenses arising therefrom.

i. The Contractor will be solely responsible for any agreements he/she chooses to make with a User. The Company will not be responsible or liable in any way for any agreement made between the Contractor and a User or for enforcing any such agreement, including but not limited to any agreements in relation to usage of the Platform in any way other than offered and suggested as the Provider Service on the Platform. Any agreement the Contractor chooses to engage in with a User is at his/her sole responsibility and entire risk.

j. The Contractor acknowledges that he/she will be solely responsible and liable for any damages to any User to whom he/she provides services and to any User who suffers damages arising from or connected to such services that he/she provided to that User. In the event of a dispute regarding any interaction conducted through the Platform, the Contractor hereby releases the Company from all manner of actions, claims, or demands, and from any and all losses (direct, indirect, incidental, or consequential), damages, costs or expenses, including but not limited to, court costs and attorney's fees, which the Contractor may have against one or more of the above.

k. The Contractor shall be solely responsible for and shall indemnify the Company for and in respect of:

i. any income tax, national insurance and any other liability, deduction, contribution, assessment, or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Contractor shall further indemnify the Company against all reasonable costs, expenses, and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;

ii. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Contractor or any substitute against the Company arising out of or in connection with the provision of the Services.

l. The Company shall not be liable to the Contractor or to any third party for any indirect, incidental, consequential, special, punitive, or exemplary damages.

- m. The Company's aggregate liability for damages arising with respect to this agreement and any and all use of the Platform will not exceed the total amount of money paid by the Contractor or to the Contractor through the Platform in the 3 months period prior to the date of the claim.
- n. The Company explicitly disclaims any liability with respect to any claim, suit, or action made by a User. The Contractor agrees to indemnify, defend, and hold the Company harmless with respect to any such claim.
- o. If the applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law.
- p. The Company may at its option satisfy the indemnities above (in whole or in part) by way of deduction from any payments due to the Contractor, unless local law requires otherwise. This section (disclaimers and limitation of liability) shall survive the termination or expiration of this Agreement.

8. Contractor's Conduct

- a. When using the Platform for the purposes of Provider Services or using the Platform for a purpose related to Provider Services, the Contractor must exercise a reasonable standard of care, including confidentiality obligations, at least equivalent to a traditional in-person interaction with a User as mandated by his/her profession and regulatory agencies. For example, sessions should not be conducted from a vehicle or in a setting (whether public or private) where any other beings are present, including children or pets.
- b. The Contractor will not discuss the specifics and logistics of his/her interactions within the Platform, including, but not limited to, payment terms and mechanisms, without express written approval from the Company.
- c. The Contractor will not provide to Users any services other than Provider Services.
- d. The Contractor will not provide to Users any services which may not be lawfully or ethically rendered or provided through the Platform according to the laws, regulations and ethics that apply in the Contractor's jurisdiction.
- e. To the extent Contractor opts-in to provide therapy to certain populations (Couples, minors and/or specific religions), Contractor represents and warrants they possess specialist skills, expertise, experience or training to counsel such populations.
- f. The Contractor will not diagnose, treat, test, advise, counsel, recommend a course of treatment, or otherwise provide or perform any services that require an in-person meeting with a User or examination of a User.
- g. The Contractor acknowledges and agrees to inform Users that the Provider Services, advice and or information that he/she provides to a User, are not in any way to be considered a substitute for an in-person interaction between the User and the Contractor or any other professional.

h. The Contractor will not provide Provider Services for any Users presenting with an emergency. For emergency matters and issues, the Contractor agrees to instruct the User to immediately contact their local emergency assistance number (998 for ambulance, 999 for police, and 997 for fire department in the UAE).

i. Regardless of the Contractor's professional and educational training, he/she agrees to never engage in the practice of medicine through the Platform, including, without exception, diagnosing medical conditions and prescribing or dispensing any medications.

j. The Contractor may only use the Platform for the purpose of Provider Services, or any task directly related to Provider Services. The Contractor may not use this Platform to solicit any illegal or unethical activity or other activity which infringes our rights or the rights of others. This includes promoting other legitimate business activities or selling any products whatsoever, regardless of the legality of the products.

k. The Contractor agrees to not use the Platform to solicit clients for any therapy outside of the Platform unless absolutely clinically necessary. In the event the Contractor is discovered to be seeing clients outside of the Platform and there is a dispute as to whether that is clinically necessary or appropriate, clinical necessity or appropriateness is determined at the sole discretion of the Mentra. If the Contractor interacts with a member/User outside the Platform (i.e., via FaceTime, Skype, phone, email, in person, etc.) and it is not clinically necessary or appropriate, Company may terminate the Counselor immediately and/or withhold any payments owed or due to Contractor at Company's sole discretion.

l. The Contractor agrees to use the Platform as intended and not collect additional fees from Users for services rendered associated with the Platform. For clarity, the Contractor agrees that he/she will not request Users' payment information in connection with collecting a payment for any reason, including a no-show fee, for any services rendering through or associated with the Platform.

m. Any fees related to external assessments that are conducted outside the Platform, whether or not there are fees associated with such tool are expressly not required by Users to receive services on the Platform. The assumption of fees associated with use of such external assessment tools are at the Users' sole discretion and not sanctioned or enforced by the Company.

n. Only in exceptional and clinically necessary circumstances can a Contractor charge Users for legitimate case management. Any fees the Contractor incurs in conjunction with legitimate case management as defined by "the coordination of community-based services by a professional or team to provide people the quality mental health care that is customized accordingly to an individual's setbacks or persistent challenges and aid them to their recovery. This can include, but is not limited to, a therapist communicating with and coordinating care with other support figures, such as doctors, social workers, case workers in social service."

Such fees may be charged to Users outside of the Platform with Users' express consent for such case management.

o. The Contractor agrees to indemnify, defend and hold Company harmless against any and all losses, damages, suits, judgments, costs and expenses (including litigation costs and reasonable attorneys' fees) arising out of or in connection with any claim, suit, action, or other proceeding brought against Company, to the extent that such claim, suit, action or other proceeding is based on or arises from: (a) any breach of any representation, warranty, covenant or agreement to be performed by the Contractor according to this Provider Agreement; (b) the Contractor's provision of the Provider Services to any third party, regardless of whether or not they are Users of the Platform service; (c) any injury sustained by, or death of a member or prospective member during or resulting from the Contractor's performance of the services, or (d) any materials that the Contractor has posted to or through the Platform and/or any content exchanged between the Contractor and Users.

p. The Contractor agrees to be bound by any and all applicable local, state, federal or international law, statute, ordinance, rule, regulation, or ethical code in relation to the use of the Platform and to his/her relationship and interactions with the Users and with the Company. The Contractor further agrees and commits not to engage in conduct that is harmful, unethical, fraudulent, deceptive, or offensive.

q. For the avoidance of doubt, unethical, fraudulent or deceptive conduct includes, but is not limited to, engaging in conduct that directly or indirectly, intentionally or unintentionally subverts or attempts to subvert Company compensation practices. It also includes making misrepresentations to the Company about the scope, content or nature of the Services the Contractor has provided to members in order to elicit additional compensation from the Company. Failure to comply with this provision may amount to reduced privileges on the Platform or termination. The Contractor agrees to undergo any credentialing, licensure verification, and/or professional ongoing monitoring by Company or a third-party organization facilitated by Company.

r. Contractor understands that, as an independent contractor, Contractor is not covered by, or entitled to, workers' compensation benefits from the Company or its carrier as a result of any injury, illness or death incurred by Contractor while performing the Provider Services. Contractor also understands that, as an independent contractor, Contractor is also not entitled to any unemployment benefits from applicable emirate or federal government in the event this Agreement is terminated.

s. Contractor agrees to accept exclusive liability for complying with all applicable UAE laws, including laws governing self-employed individuals, if applicable, such as laws related to payment of taxes, social security, disability, and other contributions based on fees paid to Contractor under this Agreement.

t. Contractor acknowledges and agrees that during the course of and solely as a result of their provision of the Provider Services, Contractor will become aware of some, most, or all of the Company's clients and members, their assigned names, and their needs and requirements. Contractor further acknowledges and agrees that the loss of such clients or members would cause the Company great and irreplaceable harm. Consequently, unless otherwise expressly agreed in writing with the Company, Contractor covenants and agrees that Contractor will not, in any manner whatsoever, during the term of this Agreement, and for a period of one (1) year following the date of termination of this Agreement, directly or indirectly, on its own behalf or on behalf of or in association with any other person or entity: solicit, accept business, or attempt to induce, encourage, or entice any actual or prospective clients or members of the Company who Contractor personally contacted or provided Provider Services to, or about which the Contractor became aware of and/or received Confidential Information about, for the purpose of: (i) materially interfering with the Company's business as currently conducted; (ii) doing business with such clients or members in the same class of business offered by the Company; or (iii) marketing similar services provided by the Company to any such actual or prospective clients or members.

u. The Contractor acknowledges that if they choose to treat a minor on our Platform, they are doing so with full consideration of the necessary consents and confidentiality requirements consistent with their applicable licenses.

v. The Contractor agrees that if they are treating a minor, they have considered consent from the individual with sole right to consent to mental health treatment, consistent with their applicable licensure requirements.

w. The Contractor agrees that they have considered the confidentiality requirements of a minor and have taken steps at the outset of treatment to ensure they are practicing consistent with their applicable licensure requirements for minors.

9. Contractor Account and Responsibilities

a. The Contractor agrees, confirms, and acknowledges that he/she is responsible for maintaining the confidentiality of his/her password and any other security information related to his/her account (collectively "**Account Access**"). The Company advises the Contractor to change his/her password frequently and to take extra care in safeguarding his/her password.

b. The Contractor agrees to notify the Company immediately of any unauthorized use of his/her Account Access or any other concern for breach of his/her account security.

c. The Contractor agrees, confirms, and acknowledges that the Company will not be liable for any loss or damage incurred as a result of someone else using his/her account, either with or without his/her consent and/or knowledge. Further, the Contractor agrees that he/she is solely and fully liable and responsible for all activities that are made by using his/her Account Access. The Contractor further acknowledges and agrees that the Company will hold him/her liable and

responsible for any damage or loss incurred as a result of the use of his/her Account Access by any person whether authorized by the Contractor or not, and the Contractor agrees to indemnify the Company for any such damage or loss.

d. The Contractor agrees and commits not to use the account or Account Access of any other person for any reason.

e. The Contractor attests that his/her use of the Platform, including the Provider Services, are made directly by the Contractor and that he/she is not using neither the Platform nor the Provider Services for or on behalf of any other person or organization.

f. The Contractor agrees and commits not to interfere with or disrupt or attempt to interfere with or disrupt any of the Company's systems, services, servers, networks, or infrastructure, or any of the Platform's systems, services, servers, networks or infrastructure, including without limitation obtaining unauthorized access to the aforementioned.

g. The Contractor agrees and commits not to make any use of the Platform for the posting, sending or delivering of either of the following: (a) unsolicited email and/or advertisement or promotion of goods and services; (b) malicious software or code; (c) unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content, including that sexual in nature; (d) any content that infringes on a third party right or intellectual property; (e) any content that may cause damage to a third party; (f) any content which may constitute, cause or encourage a criminal action or violate any applicable law.

h. If the Contractor receives any file from the Company or from a User, whether through the Platform or not, the Contractor agrees to check and scan this file for any virus or malicious software prior to opening or using this file.

i. The Contractor will indemnify, defend, and hold the Company harmless from and against any and all claims, losses, causes of action, demands, liabilities, costs or expenses (including, but not limited to, litigation and reasonable attorneys' fees and expenses) arising out of or relating to any of the following: (a) his/her access to or use of the Platform; (b) any actions made with his/her account or Account Access whether by the Contractor or by someone else; (c) the Contractor's violation of any of the provisions of this Agreement; (d) non-payment for any of the services (including Provider Services) which were provided through the Platform; (e) the Contractor violation of any third party rights, including, without limitation, any intellectual property rights, publicity, confidentiality, property or privacy right. This clause shall survive expiration or termination of this Agreement.

10. Modifications, Termination, Interruption and Disruption to the Platform.

The Company may modify, suspend, disrupt, or discontinue the Contractor's access to the Platform, any part of the Platform, or the use of the Platform, whether to all Users or to the Contractor specifically, at any time with or without notice to the Contractor. The Contractor

agrees and acknowledges that the Company will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions. For the removal of any doubt, the Company may terminate or prevent the Contractor use of the Platform and any services provided through the Platform (including but not limited to Provider Services) at its sole discretion for any reason and for any period of time.

While the Company make commercially reasonable efforts to ensure the Platform's reliability and accessibility, the Contractor understands and agrees that no platform can be 100% reliable and accessible and so the Company cannot guarantee that access to the Platform will be uninterrupted or that it will be accessible, consistent, timely or error-free at all times.

11. Fees and Payment

a. Compensation.

- i. In consideration of the Services rendered hereunder, the Company shall pay the Contractor the fees paid to Contractors outlined in the Mentra Counselor Guide which may be changed at the Company's sole discretion.
- ii. Payment in full or in part of the fees claimed under this clause or any expenses claimed shall be without prejudice to any claims or rights of the Company against the Contractor in respect of the provision of the Provider Services.

b. Expenses.

- i. All overhead and out of pocket expenses incurred by the Contractor in the course of performing the Services under this Agreement shall be borne by the Contractor. Without limiting the generality of the foregoing, the Contractor will provide his/her own standard equipment and/or supplies normally or generally required to deliver the Services under this Agreement.

c. Deductions.

- i. Contractor will not be treated as a Company employee for federal, state, provincial and/or local tax or any other purposes. The Company shall have no responsibility to make deductions or withholdings for income tax purposes, employment insurance premiums, payroll taxes (including employer health tax), or any other similar charges with respect to the Contractor. The Contractor acknowledges and agrees he/she is responsible for all such payments or remittances and shall indemnify the Company for any costs incurred by the Company arising as a deduction from any payments due to the Contractor.

12. No Employment Benefits

The Contractor shall not be entitled to employment benefits or fringe benefits in the traditional sense made available to employees of the Company, including but not limited to, disability coverage, vacation pay, health or dental insurance, retirement benefits or minimum wage. The Company may provide other benefits such as stipends, services or other incentives. Contractor waives the right to receive any such benefits, to the extent permitted by law.

13. Covenants, Warranties and Representations of the Contractor

a. The Contractor confirms that he/she is at least 18 years of age and that he/she is legally able to enter into a contract without the consent of any third party.

b. The Contractor shall exercise all the skill, care, and diligence in performing the Provider Services. Without limiting the generality of the foregoing, the Contractor covenants and agrees that he/she shall be the person actually performing the Provider Services. The Contractor shall not be permitted to substitute personal performance of the Provider Services with another individual without the express prior written consent of the Company. The Contractor will ensure that he/she renders performance of the Provider Services under this Agreement to the best of his/her ability and in a prompt, diligent, competent, and professional manner. The Contractor warrants that he will remain free of any obligations and restrictions that would interfere, conflict or be inconsistent with the performance of this Agreement.

c. The Contractor confirms and agrees that all the information that he/she provided in or through the Platform, and the information that he/she will provide in or through the Platform in the future, is accurate, true, current, and complete. Furthermore, he/she agrees that during the term of this Agreement he/she will make sure to maintain and update this information so it will continue to be accurate, current, and complete.

d. The Contractor agrees not to mislead Users to believe that he/she can provide a service which is outside of the Contractor's field of licensed expertise and will not misrepresent themselves or create any misleading name or listing.

e. The Contractor agrees to not perform any Provider Services and or other services or offer any advice in any jurisdiction where the Contractor is not authorized or licensed or in good standing to do so. The Contractor agrees that he/she will not provide any Provider Services or advice to any User unless he/she is a licensed professional in good standing in the relevant field of expertise abiding by all relevant laws, rules, and regulations, including but not limited to rules of ethics and professional responsibility.

f. The Contractor agrees that at all times he/she will provide correct and accurate representation of his/her skills, degrees, qualifications, background, and other information, whether this information is provided to the Company, to the User, and on any form submitted to or presented on the Platform. He/she will also provide the same correct and accurate representation of his/her skills, degrees, qualifications, background, and other information to

the users, including but not limited to, in any kind of communication or providing Provider Services to Users.

g. The Contractor agrees that at all times he/she will provide correct and accurate representation of his/her skills, degrees, qualifications, background, and other information, whether this information is provided to the Company, to the User, and on any form submitted to or presented on the Platform. He/she will also provide the same correct and accurate representation of his/her skills, degrees, qualifications, background, and other information to the users, including but not limited to, in any kind of communication or providing Provider Services to Users. Contractor represents that it is and shall remain during the term of this Agreement, duly licensed pursuant to the laws of the state, province or jurisdiction (as applicable) in which they are providing Provider Services.

h. Contractor acknowledges, represents and warrants that: (1) it is experienced and skilled in performing the Provider Services hereunder, (2) the Company will not provide Contractor with any training or instructions concerning the means or methods of performance under this Agreement, (3) the Contractor has the right to provide (and does provide) the Provider Services or similar services to other businesses and/or entities without violating the terms in this Agreement, (4) the Contractor will not engage in any conduct that is unlawful and shall perform the Services in a professional manner consistent with industry standards and professional therapeutic practices; (5) all services undertaken by Contractor through the Platform are done as independent contractors to the Users. Mentra neither employs you nor provides Provider Services; (6) Mentra is a technology company that constitutes a qualified marketplace under laws recognizing such platforms for businesses that operate a digital website or application facilitating the provision of services by qualified marketplace contractors to individuals or entities seeking such services; (7) the business relationship between Contractor and Mentra under this Agreement is a temporary, and not a permanent, relationship that allows Contractor to use the Platform to identify contract opportunities; (8) Contractor has no authority to bind Mentra or its affiliates and shall not hold him or herself out as an employee, agent, or authorized representative of Mentra or its affiliates; (9) for all purposes, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding requirements and all other federal, state and local laws, rules and regulations, Contractor is and will be treated as an independent contractor. Accordingly, Mentra will not withhold any employment taxes from any compensation paid under this Agreement, and Contractor will be solely responsible for the reporting and payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, medical insurance, income tax or other applicable laws, rules or regulations with respect to the performance or rendering of services through the Platform; (10) Contractor will not take any position with respect to or on any tax return or application for benefits, or in any proceeding directly or indirectly involving Mentra that is inconsistent with you

being an independent contractor; (11) nothing in this Agreement is intended to prohibit or discourage (nor should be construed as prohibiting or discouraging) Contractor from engaging in any other business activities, services or projects that are separate and distinct from any business activities that you may conduct through the Platform; (12) Contractor will choose to accept, how frequently to provide Provider Services, the duration of the Provider Services provided to any User, and the manner in which Contractor will provide the services sought by any User; and (13) Mentra does not dictate the specific time of performance and does not guarantee you any minimum amount of Provider Services.

i. Contractor is solely responsible for the manner and means of the performance of the Provider Services to be provided hereunder, except that the Company shall retain the right to ensure that all Provider Services performed by Contractor are in accordance with laws and regulations of the applicable jurisdictions concerning the practice of therapy in the applicable jurisdictions. Contractor hereby acknowledges and agrees that any review by the Company to ensure legal compliance and any deadlines specified by the Company do not constitute direction or control by the Company over Contractor's Provider Services or direction by the Company of the time for performance by Contractor. Contractor is solely responsible to supply and use its own tools or equipment that may be necessary for the performance of the Services herein.

j. Contractor represents and warrants it offers therapy services to the public and this Agreement shall not be an impediment or restriction on the Contractor's continued ability to provide that service to the public.

k. Contractor will provide immediate written notice to Company of any of the following:

- i. the commencement or resolution of any investigation or proceeding by any licensing authority, or other governmental body or agency;
- ii. any malpractice action which is commenced, adjudicated or settled;
- iii. any change in status of his/her license; or
- iv. any conviction or plea of guilty or nolo contendere to a felony in a court of competent jurisdiction.

14. Compliance with Laws

In the performance of Services, the Contractor agrees to ensure that he/she complies with all applicable laws, bylaws, regulations, orders, or any rules, directives or policies imposed by applicable regulatory or governmental authority.

15. No Authority to Contract on Behalf of Company

The Contractor will not, and will not have the authority to, without the prior written consent of the Company, enter into any contract or commitment in the name of, or on behalf of, the Company or bind the Company in any respect whatsoever, or represent himself as a partner, joint venturer, agent, or employee of the Company.

16. Limitation on Time to File Claims

Any cause of action or claim you may have arising out of or relating to these terms or the platform must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred, unless such bar is not permitted by applicable law.

17. Governing Law and Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the United Arab Emirates without giving effect to its conflicts of law principles. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the United Arab Emirates.

18. Notices

The Company may provide notices or other communications to the Contractor regarding this Agreement or any aspect of the Platform, by email to the email address that the Company has on record, by regular mail or by posting it online. The date of receipt shall be deemed the date on which such notice is given. Notices sent to us must be delivered by email to hello@yourmentra.com.

19. Advertising.

Under this Agreement, the Company shall provide the information that Contractor volunteers in or through the Platform including, but not limited to, his/her name, photograph, information about his/her credentials, experience, specialties and qualifications, may be used and/or provided to third parties and third-party websites for the purpose of promoting the Provider Services. Promotion may include using the Contractor's name, photograph and profile in thirty-party provider directories that promote the Company. Contractor may decline this opportunity by contacting Mentra at hello@yourmentra.com.

20. Transfer, Assignment, and Delegation

Except as provided herein, the Contractor may not assign, delegate, or otherwise transfer any of its rights, obligations, and responsibilities under this Agreement without the prior written consent of the Company and any such purported transfer shall be null and void. The Company may freely transfer or assign this Agreement or any of its obligations hereunder.

21. Waiver

The waiver by any of the parties of any action, right or condition described in this Agreement, or of any breach of a provision of this Agreement, shall not constitute a waiver of any other occurrences of the same event in writing by the party purporting to give the same.

22. Counterparts

This Agreement may be executed in counterparts each of which shall be deemed to be an original and both of which taken together shall constitute one and the same agreement.

23. Severability

In the event that any provision or any part of any provision hereof is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by a court, this Agreement shall be construed as not containing such provision or part of such provision and the invalidity of such provision or such part shall not affect the validity of any other provision or the remainder of such provision hereof. All other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

24. Entire Agreement

This contract does not constitute the entire agreement and its enforceability depends on the consensus of the NDA attached to this agreement. All terms and conditions in the NDA are incorporated by reference. Any terms not covered in this contract are subject to the NDA. If there is any inconsistency between this contract and the NDA, the terms of the NDA shall prevail. The parties acknowledge that they have read and understood the NDA, and agree that compliance with the NDA is essential to the enforceability of this contract.