

CONTRACT AGREEMENT FOR FUTURE LIFT
CAREER COUNSELORS

This agreement made on _____ date of _____ 2024. Between **FUTURE LIFT** (Name of the consultant/Firm), having its Head office at _____” hereinafter referred to as “The CO./Firm“, which expression shall unless repugnant to the context or meaning thereof shall include its successors & permitted assigns of the First Party.

AND

_____ (Name of the Counselor) having its registered office/address at _____ (address of the office) and principal place of business at _____ and which expression shall unless repugnant to the context or meaning thereof include its successor & permitted assigns of the Second Party.

NOW THEREFORE THIS AGREEMENT WITNESSED AS UNDER:

1. Scope of Work:

The scope of work outlines the specific tasks and responsibilities that the Counselor is expected to undertake as part of their role within **FUTURE LIFT**. This section is crucial for defining the boundaries and expectations of the Counsellor's engagement with the Company. Below is a detailed explanation of each aspect of the scope of work:

1.1 Responsibilities:

- The Counselor is responsible for providing career mentorship, and guidance to Students/Users enrolled in **FUTURE LIFT**'s programs. This involves utilizing their expertise in career counselling to assist Students/Users in making informed decisions about their educational and professional paths.
- The Counselor is required to complete each counselling session within the scheduled time. This ensures that Students/Users receive the full benefit of the session without unnecessary delays.
- **Session Duration:** Counseling sessions are expected to last between 45 minutes to 1 hour. This time frame allows for thorough discussions and guidance while respecting the time commitments of both the Counselor and the student.
- Our counsellors are expected to dedicate their time between the hours of 10 am to 6 pm daily, ensuring that each individual receives personalized attention and support in navigating their career path effectively. We believe that by adhering to these working hours, our counsellors can maximize their impact and contribute positively to the success of our Students/Users.

1.2 Company Guidelines: The Counselor is expected to adhere to the guidelines and standards set forth by **FUTURE LIFT**. These guidelines may include ethical practices, communication protocols, and any other policies deemed necessary for maintaining the quality and integrity of the counselling services provided by the Company.

1.3 Independence: While working as a Counselor for **FUTURE LIFT**, the individual is considered an independent contractor. This means that they have autonomy in their work, but they are still expected to align with the Company's mission, values, and objectives.

1.4 Professionalism: The Counselor is required to conduct themselves professionally at all times when interacting with Students/Users, colleagues, and other stakeholders. This includes maintaining confidentiality, respecting diversity, and upholding the reputation of **FUTURE LIFT**.

1.5 Collaboration: Although the Counselor works independently, they may be required to collaborate with other team members or departments within **FUTURE LIFT**. This collaboration may involve sharing insights, participating in training sessions, or contributing to the continuous improvement of the Company's services.

1.6 Continuous Learning: The scope of work may also include a commitment to ongoing professional development. This could involve staying updated on industry trends, attending relevant workshops or conferences, and acquiring additional certifications or qualifications to enhance the Counsellor's skills and knowledge.

2. Training:

2.1 The Company shall provide initial training to the Counselor upon joining, and monthly training sessions during their tenure for skill enhancement and performance improvement.

2.1.1 Initial Training: Upon joining **FUTURE LIFT** as a career counsellor, each counsellor will undergo comprehensive initial training. This training program serves several purposes:

- **Introduction to Company Policies and Procedures:** Counselors will be briefed on the company's mission, vision, and values. They will also learn about the specific protocols and procedures that govern their interactions with Students/Users, including communication guidelines, session structure, and data management protocols.

- **Familiarization with Tools and Resources:** Counselors will receive hands-on training on the various technology tools provided by **FUTURE LIFT**, such as session scheduling platforms, student profile management systems, and action plan tracking software. They will learn how to effectively utilize these tools to streamline their workflow and enhance efficiency.
- **Understanding Student Needs and Expectations:** Counselors will be educated on the diverse needs and expectations of the Students/Users they will be counseling. This training will include insights into common challenges faced by Students/Users, emerging trends in education and career development, and effective strategies for providing personalized guidance and support.
- **Developing Counseling Skills:** Counselors will undergo training to develop essential counselling skills, such as active listening, empathy, problem-solving, and goal setting. They will learn how to establish rapport with Students/Users, identify their strengths and weaknesses, and tailor counselling sessions to meet their individual needs and aspirations.

2.1.2 Monthly Training Sessions: In addition to the initial training, **FUTURE LIFT** is committed to providing ongoing support and professional development opportunities for its counselors through monthly training sessions. These sessions are designed to:

- **Address Emerging Issues and Trends:** Career counselling is dynamic, with new challenges, trends, and best practices constantly emerging. Monthly training sessions will serve as forums for counselors to stay updated on the latest developments in the field and learn from each other's experiences.
- **Refine Counseling Techniques:** Continuous improvement is essential for delivering high-quality counseling services. Through monthly training sessions, counselors will have the opportunity to refine their counseling techniques, receive constructive feedback on their performance, and learn new strategies for effectively supporting Students/Users in their career exploration and decision-making process.
- **Promote Collaboration and Knowledge Sharing:** Counseling can be a solitary profession, but counselors need to have opportunities to collaborate and share insights with their peers. Monthly training sessions will foster a sense of community among counselors, allowing them to exchange ideas, share success stories, and seek advice from one another.

3. Compensation:

3.1 Base Compensation: The Counselor shall receive a base compensation of ₹700 for each counseling session they conduct. This compensation is provided for the Counsellor's time, expertise, and effort in guiding Students/Users through their career-related challenges and decisions.

3.2 Bonus Compensation:

- In addition to the base compensation, the Counselor may be eligible for bonus compensation based on the ratings and reviews provided by the Students/Users. If a student rates the overall counseling sessions with four stars, the Counselor shall receive an additional ₹300 per student. Similarly, if a student rates the overall counseling sessions with five stars, the Counselor shall receive an additional ₹400 per student. This bonus system incentivizes Counselors to maintain a high standard of service and ensures that they are rewarded for their exceptional performance.
- The counselor may not be eligible for Bonus compensation if they should receive a 1 to 3-star rating out of 5-star from Students/Users.

3.3 Payment Process:

- Compensation shall be disbursed to the Counselor within 3 to 5 working days of completing a counseling session. This ensures timely payment and allows Counselors to receive their earnings promptly after delivering their services. The Company is committed to ensuring that Counselors are fairly compensated for their work and that their financial needs are met promptly.
- Bonus shall be released from **FUTURE LIFT** to the Counselor within the first week of every month. The bonus is the collective counting of the total sessions conducted by each counselor, based on which it will be paid once a month. For example, a counselor who completed 4 Students/Users' career counseling in a month and the counselor got 4-star ratings from each and every one, then the counselor will receive a total of rupees 1200 (4 users with 4-star rating x 300 bonus) in the first week of the month.

Upgrade Slabs and Benefits

This Addendum is entered into on between **FUTURE LIFT**, and ("Counselor"), an independent contractor, collectively referred to as the "Parties".

1. Upgrade Slabs:

1.1 Silver Counselor: Completion of 50 user counseling sessions with a rating of 4 or 5 stars.

1.2 Gold Counselor: Completion of 200 user counseling sessions with a rating of 4 or 5 stars.

1.3 Diamond Counselor: Completion of 500 user counseling sessions with a rating of 4 or 5 stars.

1.4 Ambassador: Completion of 1000 user counseling sessions with a rating of 4 or 5 stars.

2. Benefits:

2.1 New Counselor:

- ₹700 per counseling session.
- Bonus based on user ratings as per the existing terms of the agreement.

2.2 Silver Counselor:

- ₹750 per counseling session.
- Bonus based on user ratings as per the existing terms of the agreement.
- Platform recognition as a "Silver Counselor."

2.3 Gold Counselor:

- ₹850 per counseling session.
- Bonus based on user ratings as per the existing terms of the agreement.
- Priority scheduling with new clients.
- Access to exclusive online communities for knowledge sharing.
- Platform recognition as a "Gold Counselor" with a highlighted profile.

2.4 Diamond Counselor:

- ₹1000 per counseling session.
- Bonus based on user ratings as per the existing terms of the agreement.
- Opportunity to lead group workshops or webinars on specific career topics.
- Bonus incentives based on exceeding performance goals.
- Early access to new platform features and beta testing opportunities.
- Platform recognition as a "Diamond Counselor" with a premium profile and testimonials.

2.5 Ambassador:

- Top-tier compensation package.
- Mentorship opportunities for new counselors.
- Direct involvement in platform development through feedback and suggestions.
- Speaking engagements at industry events representing **FUTURE LIFT**.
- Platform recognition as an "Ambassador Counselor" with a dedicated profile page and featured success stories.

3. General Provisions:

3.1 The upgrade from one position to another shall be automatically granted by the Company upon the Counselor meeting the specified criteria.

3.2 The benefits associated with each position shall be provided to the Counselor accordingly.

3.3 The Company reserves the right to modify or adjust the terms of this Slab for the benefit of the Company. Any changes will be communicated to Counselors in advance.

3.4 Counselors agree to abide by the terms and conditions outlined in this Slab and the Contract Agreement between Future Lift and the Counselor.

4. Leave Policy:

The leave policy outlined in this contract ensures clarity and mutual understanding between FUTURE LIFT and its counselors regarding the procedure for taking time off from counseling sessions.

4.1 Notification Requirement: If the Counselor intends to take leave, they are required to provide advance notice to FUTURE LIFT. Specifically, they must inform the Company at least two days before the intended leave date. This notification period allows FUTURE LIFT to make necessary arrangements, such as assigning another counselor to cover sessions or rescheduling appointments.

Explanation: The two-day notice requirement enables FUTURE LIFT to maintain continuity in its counseling services and ensures that Students/Users are not inconvenienced by sudden cancellations or disruptions in their sessions. By providing advance notice, the Counselor demonstrates professionalism and respect for both the Company and the Students/Users they serve.

4.2 Managing Available Time: Additionally, counselors have the flexibility to manage their available time for counseling sessions directly from their dashboard. This feature allows counselors to set their schedules according to their availability and preferences, thereby optimizing their work-life balance and maximizing their efficiency.

Explanation: Empowering counselors to manage their available time through the dashboard streamlines the scheduling process and enhances overall operational efficiency. By giving counselors control over their schedules, FUTURE LIFT acknowledges their autonomy and respects their individual needs and preferences. This approach fosters a positive working environment and promotes greater satisfaction and engagement among counselors, ultimately benefiting both the counselors and the Students/Users they serve.

5. Technology Tools:

5.1 The Company shall provide access to various technology tools to enhance the efficiency and effectiveness of the counselors. These tools include

5.1.1 Personal Profile Management: This tool allows counselors to manage their personal information, including contact details, professional qualifications, and availability. It ensures that the Company has up-to-date information about each counselor.

5.1.2 User Profile Management: Counselors will have access to a user profile management tool, which enables them to view and update information related to the Students/Users they are counseling. This may include demographic data, academic records, career goals, and any other relevant information that aids in providing personalized guidance.

5.1.3 Taking Important Notes: The platform will facilitate counselors in taking and storing important notes during counseling sessions. These notes could include insights gathered during discussions with Students/Users, action points, career aspirations, areas of improvement, etc. Storing such information digitally ensures easy access and reference for future sessions.

5.1.4 Action Plan Management for Every Student: Counselors will have access to an action plan management tool designed specifically for each student. This tool allows counselors to create customized action plans based on the student's goals, strengths, weaknesses, and progress. It helps in setting clear objectives, tracking progress, and adjusting strategies as needed to ensure the student's career development.

5.1.5 Total Earning, Student Review, and Counseling Session History: The platform provides counselors with visibility into their earnings, student reviews, and counseling session history. Counselors can track their total earnings, including base compensation and bonuses earned from student reviews. They can also view feedback provided by Students/Users, helping them understand their strengths and areas for improvement. Additionally, counselors have access to a comprehensive history of past counseling sessions, enabling them to review previous discussions, track progress over time, and maintain continuity in their guidance approach.

6. Non-Compete:

The non-compete clause prohibits the Counselor from engaging in any activities or providing services to any competitor of **FUTURE LIFT** during the term of this Agreement and for a specified period after that. This clause is essential to protect the Company's interests, including its proprietary information, client base, and market position. Here's a detailed explanation:

6.1 Scope: The non-compete clause applies to any activities or services that directly compete with the services offered by **FUTURE LIFT**. This includes but is not limited to providing career counselling, mentorship, or guidance to Students/Users through platforms or organizations that are considered competitors of **FUTURE LIFT**.

6.2 Duration: The non-compete clause remains in effect during the term of this Agreement and for a specified duration after its termination. The specified duration is **30 days**, ensuring that the Counselor refrains from engaging in competitive activities for a reasonable period after the termination of the Agreement.

6.3 Purpose: The purpose of the non-compete clause is to safeguard **FUTURE LIFT's** business interests. By restricting the Counsellor's ability to work with competitors, the Company aims to protect its intellectual property, client relationships, and market share. This clause helps prevent the Counselor from potentially sharing confidential information or leveraging their experience gained with **FUTURE LIFT** to benefit competitors.

6.4 Enforceability: The non-compete clause must be reasonable in scope, duration, and geographic area to be enforceable. It should not unduly restrict the Counsellor's ability to earn a livelihood after the termination of the Agreement. Additionally, enforceability may vary depending on jurisdictional laws and non-compete agreement regulations.

6.5 Consequences of Breach: If the Counselor breaches the non-compete clause by engaging in prohibited activities with competitors during the specified period, the Company may pursue legal remedies, including but not limited to seeking injunctive relief, monetary damages, or other appropriate remedies available under applicable law.

6.6 Negotiation: The non-compete clause is subject to negotiation between the Parties. Both the Company and the Counselor may discuss and agree upon the specific terms, including the duration of the non-compete period, to ensure fairness and reasonableness.

By including a clear and comprehensive non-compete clause in the Agreement, **FUTURE LIFT** can protect its interests and maintain a competitive edge in the market while providing clarity and guidance to the Counselors regarding their obligations during and after their engagement with the Company.

7. Non-Compete Clause Explanation:

The non-compete clause in the contract aims to protect the interests of **FUTURE LIFT** by preventing the Counselor from engaging in activities that may compete with the Company's business during and after the term of the agreement. Here's a detailed explanation of this clause:

7.1 Purpose: The primary purpose of the non-compete clause is to safeguard **FUTURE LIFT's** business interests, including its client base, proprietary information, and market share. By restricting the Counselor from working with competitors, the Company aims to maintain its competitive edge and prevent any potential conflicts of interest.

7.2 Scope: The non-compete clause prohibits the Counselor from providing similar services or engaging in activities that directly compete with **FUTURE LIFT's** business model. This restriction applies during the term of the agreement and typically extends for a specified duration after the termination of the contract.

7.3 Duration: The duration of the non-compete clause varies and is typically stated within the contract. It ensures that the Counselor refrains from competing with **FUTURE LIFT** for a reasonable period after the termination of their partnership. The duration should be reasonable and enforceable under applicable laws.

7.4 Geographical Limitations: In some cases, the non-compete clause may include geographical limitations to specify the geographic area where the restriction applies. This limitation ensures that

the Counselor cannot compete with **FUTURE LIFT** within a certain geographic region where the Company operates or intends to operate.

7.5 Exceptions: There may be exceptions or carve-outs to the non-compete clause, such as allowing the Counselor to engage in certain non-competing activities or industries that do not directly compete with **FUTURE LIFT**. These exceptions should be clearly defined within the contract to avoid ambiguity.

7.6 Enforceability: The enforceability of the non-compete clause depends on various factors, including the jurisdiction's laws, the reasonableness of the restrictions, and the specific language used in the contract. Courts typically scrutinize non-compete clauses to ensure they are not overly restrictive and do not unduly limit the Counsellor's ability to earn a living.

7.7 Considerations: When drafting the non-compete clause, it's essential to strike a balance between protecting **FUTURE LIFT**'s interests and respecting the Counsellor's rights. The restrictions should be tailored to the Company's legitimate business interests and should not impose undue hardship on the Counselor. Additionally, the clause should be clear, specific, and unambiguous to enhance enforceability.

8. Compliance with Company Policies:

This clause outlines the expectations for the Counselor to adhere to the policies and guidelines established by **FUTURE LIFT**. Here's a more detailed explanation:

7.1 Adherence to Policies: The Counselor is required to comply with all the policies, procedures, and protocols laid out by **FUTURE LIFT**. These policies may include but are not limited to, guidelines for conducting counseling sessions, communication protocols with Students/Users, handling of confidential information, and any other operational procedures set by the Company.

7.2 Consistency with Standards: The Counselor must ensure that their conduct, behavior, and service delivery consistently meet the standards set by **FUTURE LIFT**. This includes maintaining

professionalism, integrity, and ethical conduct in all interactions with Students/Users and other stakeholders.

7.3 Cultural Alignment: **FUTURE LIFT** may have a specific organizational culture or ethos that influences its operations and interactions. The Counselor is expected to align with this culture and contribute positively to maintaining a harmonious and productive work environment.

7.4 Process Adherence: **FUTURE LIFT** likely has established processes and workflows for various aspects of its operations, including counseling sessions, administrative tasks, and quality assurance. The Counselor is required to follow these processes diligently to ensure efficiency, consistency, and quality in service delivery.

7.5 Continuous Improvement: The Counselor should be open to feedback, coaching, and opportunities for improvement provided by **FUTURE LIFT**. This may involve participating in training sessions, adopting new techniques or tools, and implementing best practices to enhance the quality of their counseling services.

7.6 Representing the Company: As a representative of **FUTURE LIFT**, the Counsellor's conduct reflects the reputation and brand image of the Company. Therefore, they must conduct themselves in a manner that upholds the Company's values, reputation, and public image at all times.

7.7 Consequences of Non-Compliance: Failure to comply with Company policies may result in disciplinary action, termination of the Agreement, or other consequences as outlined in the contract or Company policies.

In summary, this section emphasizes the importance of the Counsellor's adherence to **FUTURE LIFT's** policies, standards, and culture to maintain consistency, quality, and integrity in the delivery of counseling services and operations. It sets clear expectations for the Counsellor's behaviour and conduct while representing the Company.

9. Termination:

9.1 Either Party may terminate this Agreement by providing written notice to the other Party at least one month in advance.

Explanation:

Termination by Either Party: This clause allows either the Company or the Counselor to terminate the Agreement by providing written notice to the other Party.

Notice Period: The termination notice period is set at one month. This means that the terminating Party must give at least one month's advance notice before the termination takes effect.

Written Notice: The termination notice must be in writing. This ensures clarity and provides a formal record of the termination.

Advance Notice: The purpose of the notice period is to allow both parties sufficient time to make necessary arrangements and adjustments following termination. One month is deemed reasonable for both Parties to transition smoothly without causing undue disruption to ongoing operations.

Consequences of Termination: Upon termination of the Agreement, the Counselor shall cease providing services to **FUTURE LIFT**, and the Company shall cease compensating the Counselor for services rendered. Any outstanding payments or obligations shall be settled by the terms of the Agreement.

Effect on FUTURE LIFT Services: The termination of the Agreement by either Party should not affect the continued provision of services to Students/Users by other Counselors or the overall functioning of **FUTURE LIFT**. The Company shall make reasonable efforts to ensure minimal disruption to its services during the transition period.

10. Confidentiality:

Confidentiality is a critical aspect of any professional relationship, particularly in the context of counseling and mentorship. This section of the agreement outlines the responsibilities of the Counselor regarding the protection of confidential information belonging to **FUTURE LIFT** (the Company) and its clients (Students/Users). Here's a detailed explanation of the confidentiality clause:

10.1 Obligation to Maintain Confidentiality:

The Counselor agrees to uphold the confidentiality of all proprietary information disclosed or made accessible to them during their engagement with **FUTURE LIFT**. This includes but is not limited to:

10.1.1 Student/Users data: Information regarding Students/Users' details, academic records, career aspirations, and any other sensitive information shared during counseling sessions.

10.1.2 Company strategies: Strategies, methodologies, and proprietary processes employed by **FUTURE LIFT** in delivering its services.

10.1.3 Trade secrets: Any confidential information integral to the Company's operations or competitive advantage.

10.2 Duration of Confidentiality Obligation:

This Counselor is obligated to maintain confidentiality not only during the term of the Agreement but also for a specified period after the Agreement's termination. The duration of this post-termination confidentiality obligation is typically determined based on the nature of the information and industry standards.

For example, the Agreement may specify that the Counselor must maintain confidentiality for a period of **1 Year** after the termination of the Agreement. This duration is designed to safeguard the business interests of **FUTURE LIFT** by preventing the unauthorized disclosure or use of confidential information by the Counselor even after the contractual relationship has ended.

10.3 Protection Measures:

The Counselor must take all necessary measures to prevent unauthorized access, disclosure, or misuse of confidential information. This may include implementing secure data storage practices, restricting access to sensitive information, and refraining from discussing confidential matters in non-secure environments.

10.4 Exceptions:

Certain exceptions to confidentiality may apply in specific circumstances. These exceptions typically include:

10.4.1 Compliance with legal obligations: If compelled by law, regulation, or court order, the Counselor may be required to disclose confidential information.

10.4.2 Consent: Disclosure of confidential information may be permissible if the affected parties provide explicit consent for such disclosure.

10.4.3 Protection of rights: If necessary to protect the legitimate interests or rights of **FUTURE LIFT** or its stakeholders, limited disclosure of confidential information may be justified.

10.5 Consequences of Breach:

Any breach of the confidentiality obligations outlined in this Agreement may result in disciplinary action, termination of the engagement, and potential legal consequences. The Counselor acknowledges the potential harm that could arise from unauthorized disclosure or misuse of confidential information and agrees to indemnify **FUTURE LIFT** against any damages resulting from such breaches.

10.6 Survival Clause:

The confidentiality obligations shall survive the termination of this Agreement, ensuring the ongoing protection of confidential information even after the Counsellor's engagement with **FUTURE LIFT** comes to an end.

11. Help Desk

Welcome to the **FUTURE LIFT** Help Desk, your go-to resource for all queries and assistance related to your role as a Counselor with us. Below, we've outlined the features and support channels available to ensure a seamless experience:

11.1 FAQ Section:

Explore our comprehensive Frequently Asked Questions (FAQ) section to find answers to common queries about our company, processes, and platform. From payment procedures to session scheduling, you'll find detailed explanations to address your concerns.

11.2 WhatsApp Chat:

If you can't find the solution you're looking for in the FAQ section, our WhatsApp chat support is here to assist you promptly. Simply send a message detailing your query, and our dedicated support team will respond with the information you need. Our WhatsApp support operates during 10AM to 7PM every day (except Sundays and Holidays) to ensure timely assistance.

11.3 Direct Call to Counselor Relationship Manager:

For more urgent or complex issues, you can directly connect with our Counselor Relationship Manager via phone call. Whether it's clarifications on company policies or assistance with technical challenges, our Manager is available to provide personalized support and guidance to address your concerns effectively.

MIS reports

Counselors should provide reports as desired by the **FUTURE LIFT** Management concerned.

Character:-

The counselors should have absolute integrity, honesty, and good moral character for which the counselors will submit certificates of two responsible persons at the time of joining in the

respective bench/management. Counselors should not be involved in any criminal case whether convicted or in which criminal trial is pending.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written here under

Consultant's **FUTURE LIFT (1st Party)**

Client/ **Counsellor's (2nd Party)**

Signature _____

Signature _____

Date _____

Date _____

Mob No _____

Mob No _____

Email I'd _____

Email I'd _____

Full Address _____

Full Address _____
