



1.1 About

Deux Bananes ("Service Provider"), LLC is a single member-owned and managed service offering listening support to anyone seeking a dedicated, empathetic, non-judgemental, and confidential Listener to engage in real conversations.

1.2 Foundation

Service Provider's foundation is built on Caring. To care is to listen.

1.3 Effective Date

I ("Client") understand this Service Contract ("Agreement") for listening services is legally binding and the Service Contract will commence on the latest date of the parties' signatures above and shall continue for one (1) year.

1.4 Purpose

Deux Bananes ("Service Provider") gives you ("Client") the opportunity to help tap into and discover your ("Client") wisdom, resources, and strategies to experience a sense of community and well-being showing curiosity, asking you ("Client") open-ended questions, giving empathy, and reflecting on your ("Client") feelings.

SERVICES

2.1 Service Description - Your well-being matters. Deux Bananes ("Service Provider") offers:

Active listening; showing curiosity, having empathy, giving reflection, offering empowerment, validating experiences, and focusing on positive person-centered support through non-directive coaching.

Peer-to-peer support; to offer shared experiential knowledge on mental health recovery, to give the space to share lived experience, to reinforce individualized coping strategies, and to promote strength-based awareness. Wellness; emotional, spiritual, environmental, physical, occupational, and intellectual well-being.

2.2 Audience

You ("Client"). Because you deserve to be heard. Any person eighteen (18) years or older with cultural, individual, and role differences, including those based on age, gender, gender identity, race, ethnicity, culture, national origin, religion, sexual orientation, disability, language, and socioeconomic status. Deaf and Hard of Hearing. While Deux Bananes will not provide the services of an American Sign Language Interpreter, Deux Bananes accepts your provisions to include your interpreter for each video session to accommodate your language preference with reasonable advance notice.

2.3 Scope

To be heard is your fundamental path to experiencing connection. Deux Bananes's scope of service covers: Active listening - The Listener will provide active listening and reflection through open-ended questions and non-directive coaching. Respect - The Listener will treat you ("Client") with dignity and respect through non-judgement and confidentiality during the session. Everything you ("Client") say will be kept confidential. Safety - You ("Client") can openly explore your thoughts and feelings during the session. The Listener and you ("Client") will strictly adhere to an atmosphere of respect that fosters and adheres to a safe space devoid of bullying, verbal abuse, sexual intimacies and inappropriate overtones. Choice - You choose your listening needs. The Listener will ask your permission in cases where sharing information (i.e. community resources, shared experiential knowledge, others of this nature) may add possible value to your conversation ("Client"). Clarification - Request clarification about the Listening process or any concerns during your paid session or by contacting support@deuxbananes.com. Autonomy - You ("Client") have the right to end the session at any time during the session by informing the Listener and without the need to share your reason.

2.4 Limitations and Boundaries

Deux Bananes ("Service Provider") does not offer or provide emergency crisis services, counseling, coaching, therapy, or consulting. Deux Bananes ("Service Provider") encourages you ("Client") to know your resources in your local community when you are experiencing threats, feel unsafe in your own home or current location, or are having thoughts of suicide. Immediately contact the National Suicide



Crisis Lifeline available 24/7/365 by dialing 988. If you are in need of medical attention, contact your medical provider, or for a medical emergency dial 911. Deux Bananes ("Service Provider") does not offer or provide emergency services for mental health disorders, support for substance use recovery, or advice on physical illness and diseases, prevention, or therapy. Deux Bananes ("Service Provider") employees do not provide or engage in contact outside of your ("Client") session or will have any relationship outside of the request and paid services of Deux Bananes ("Service Provider"). Deux Bananes ("Service Provider") employees may not engage in any type of private social media outside of Deux Bananes's ("Service Provider") business media communication at any time with you ("Client") unless and until the Agreement has expired on its terms or has been terminated in accordance with its terms. Deux Bananes ("Service Provider") employees do not allow or tolerate sexual intimacies and association, or intimate relationships with you ("Client") during the continuum of a business relationship. The Listener does not engage in sexual intimacies with individuals they know to be close relatives, guardians, or significant others to you ("Client"). Sexual harassment and bullying will not be tolerated. Deux Bananes ("Service Provider") does not tolerate any form of perceived bullying or sexual harassment. This includes statements or intent to threaten, unwelcome sexual advances, requests for sexual favors, or other verbal or physical harassment of any sexual nature, or any perceived sexual activities such as masturbation while in a session. Deux Bananes's ("Service Provider") employees cannot accept or receive any gifts from you ("Client") under any circumstances. Deux Bananes ("Service Provider") does not guarantee that each listening session covered under this agreement will result in mental health well-being.

PAYMENT TERMS

3.1 Rates

You ("Client") agree to pay Deux Bananes ("Service Provider") the following rate for each individually scheduled service or bundle session you select at the time of scheduling your appointment:

Care to Listen Service 1 - 35 MINUTE session \$52.00 (USD)



Care to Listen Service 2 - 60 MINUTE session \$99.00 (USD)

Sessions paid in full will not be prorated for the time not used in that paid session.

3.2 Payment Schedule

The rates shall be payable in US dollars and exclusive of any applicable taxes or imposed credit card transaction fees. Payment in full for each scheduled listening session is due at the time you schedule your appointment for the listening service. Payment shall be made via accepted payment methods and will be charged at the time of scheduling the appointment.

3.3 Missed and Rescheduled Appointment

Rescheduling an Appointment - Deux Bananes ("Service Provider") accepts rescheduling without a fee if you ("Client") communicate in writing to support@deuxbananes.com 12-hours before the date of the scheduled appointment OR text +1 (520) 954-1645. Forgetfulness happens - Deux Bananes will not charge you ("Call") for the first time you ("Client") miss your scheduled appointment. Life happens - A cancellation fee may be waived in a family or clinical emergency, such as a death in the family, contagious illness, natural disaster, hospitalization, or acute mental health episode at the sole discretion of Deux Bananes and only with communication to support@deuxbananes.com or by text to +1 (520) 954-1645 .

3.4 Cancellation Policy

Deux Bananes ("Service Provider") enforces a 12-hour cancellation policy window from the scheduled appointment applicable for each session and charges a \$25.00 (US dollar) cancellation fee payable on the day of cancellation through Square. Deux Bananes ("Service Provider") may automatically charge the card on file for the late cancellation fee if the policy's terms are breached at the sole discretion of Deux Bananes. If an email is provided by you ("Client"), Deux Bananes ("Service Provider") will send an automated email with a receipt to your email address on file for your records.

3.5 Changes to Service



Any changes to the scope of Services requested by you ("Client") may result in adjustments to the Fees. Deux Bananes ("Service Provider") shall provide written notice of any proposed changes to the Fees.

3.6 Additional Expenses

You ("Client") shall reimburse Deux Bananes ("Service Provider") for any additional expenses incurred by third-party services in the provision of the Services. Such as digital payment and transaction processing fees. Any non-ordinary course additional expenses shall be agreed upon in advance and documented in writing.

TERMINATION OF SERVICES

4.1 Termination Clause

I ("Client") understand that either party may terminate listening services at any time for any reason. Either party may immediately terminate this Agreement with written notice to the other party.

4.2 Consequences of Termination

In the event of termination, I ("Client") shall pay the Service Provider for all Services provided up to the date of termination, including any outstanding Fees and expenses.

In the event you ("Client") have any prepaid fees for future sessions, these shall be refunded on a pro-rata basis, deducting fees for services already rendered up to the termination date.

4.3 Renewal Clause

Upon expiration of the term, this Contract may be renewed by mutual agreement of both parties, subject to any revisions to the terms and conditions, including but not limited to changes in service fees or session schedules.

CONFIDENTIALITY



5.1 Acknowledgement of Receipt

Deux Bananes ("Service Provider"), LLC will provide me ("Client") with a full copy of the Confidentiality Statement at my request by contacting support@deuxbananes.com.

5.2 Exceptions

I understand that all information disclosed during the listening sessions is confidential, except in the following circumstances: 1. If I pose a threat to myself or others. 2. If there is suspected abuse or neglect of a child, elder, or dependent adult. 3. If threats to commit an act of terrorism are made. 4. If disclosure is required by law.

RESPONSIBILITIES

6.1 Client Responsibility. I ("Client") agrees to:

Attend each scheduled listening session punctually on the date and time agreed upon. Notify Deux Bananes ("Service Provider") in written form by text message at +1 (520) 954-1645 and or emailing support@deuxbananes.com of any changes in circumstances that may affect my punctuality or lack of attendance for my ("Client") listening session. Any late start to the call by me ("Client") are minutes lost for that paid session and will not be made up during this appointment or any other scheduled appointment.

6.2. Listener Responsibility. Deux Bananes ("Service Provider") agrees to:

Attend each scheduled listening session punctually on the date and time agreed upon. Notify the Client in written form (by text message at Client Client-provided phone number and emailing Client Client-provided email address) of any changes in circumstances that may affect Deux Bananes's employee's punctuality or lack of attendance for the Client ("Service ") listening session.

CODE OF ETHICS



7.0 Deux Bananes (“Services Provider”) models the American Counseling Association (ACA) Code of Ethics, which provides a comprehensive framework for ethical practices, including principles such as autonomy, non-maleficence, beneficence, justice, fidelity, and veracity. This modeled guidance ensures that Deux Bananes’s (“Service Provider”) professional conduct aligns with the highest standards of integrity and ethical responsibility, fostering trust and respect in the Listener’s (“Peer-to-Peer Recovery Support Specialist”) and your (“Client”) relationship. Ask support@deuxbananes.com to share the Code of Ethics with you.

8.0 Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, the following provisions shall apply:

8.1. Informal Resolution

Before initiating any formal dispute resolution process, the parties shall first attempt to resolve any disputes in connection with this Agreement informally. The parties will use their best efforts to arrange personal meetings and/or telephone conferences as needed. If the parties cannot resolve the dispute, the parties may agree to non-binding mediation or, in the absence of a mutual agreement in writing to mediate, either party may pursue whatever legal actions it deems to be in its best Interests.

8.2. Non-Binding Mediation

In the event of any controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity thereof (except for temporary, preliminary, or permanent injunctive relief or any other form of equitable relief) that is not settled through informal dispute resolution provided above, a party may ask the other to mediate in non-binding mediation. The receiving party shall respond to the mediation notice in writing within ten (10) business days. The parties shall promptly attempt to set a mutually acceptable date, time, and place in Pima County, Arizona, and the name of a mediator for mediation of the dispute.

8.3 Arbitration

If the parties decide not to mediate or mediation is not successful in resolving a dispute, the parties the parties shall arbitrate the dispute in accordance with A.R.S. § 12-3001 et seq. If the parties are unable to agree upon an arbitrator within fourteen (14) days of the determination to arbitrate, an arbitrator shall be appointed by the Presiding Judge of the Pima County Superior Court. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the Presiding Judge of the Pima County Superior Court. The parties may have reasonable discovery. The prevailing party shall be awarded its reasonable attorney's fees, cost of arbitration, court costs, and fees of expert witnesses. If the arbitration award is appealed, the prevailing party will be awarded its attorney's fees. The party filing a notice of demand for arbitration must assert in the demand all claims.

LIMITATIONS OF LIABILITY

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE LISTENING SERVICES OF THE ONE (1) SESSION YOU HAVE ORDERED THROUGH OUR SITE. The limitation of liability set forth above shall: (i) only apply to the extent permitted by law and (ii) not apply to (A) liability resulting from our gross negligence or willful misconduct and (B) death or bodily injury resulting from our acts or omissions.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of The State of Arizona, without regard to its conflict of laws principles.



11.0 Entire Agreement

I understand if I fail to comply with the terms of this Contract, including but not limited to payment obligations or failure to attend scheduled sessions without proper notice, Deux Bananes reserves the right to terminate the Contract immediately, without prejudice to any other rights or remedies available. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, representations, warranties, and understandings, whether written or oral. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and discussions.

I ("Client") consent to engage in remote listening, a non-directive coaching service provided by a certified Peer-to-Peer Recovery Support Specialist ("Listener") with a business location in Arizona.

I ("Client") acknowledge I have read, understood, and agree to the terms and conditions outlined in this agreement ("Service Contract").

I ("Listener") consent to provide remote listening to the Client, a non-directive coaching service as the certified Peer-to-Peer Recovery Support Specialist with a business location in Arizona.