

COACHING AGREEMENT CONFLICT NAVIGATION PACKAGE

Please read carefully. By purchasing this service you (herein referred to as “Thinking Partner”) agree to the following terms stated herein.

PROGRAM/SERVICE

GOTTAMINUTE (herein referred to as “Company”) agrees to provide coaching services (herein referred to as “Coaching”) identified as Conflict Navigation Package. The Thinking Partner agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in coaching.

COACHING

Coaching is a co-created and thought-provoking creative process that is thinking partner-oriented and future-focused with the intent to inspire personal and professional potential. It is designed to facilitate the creation and development of personal or professional goals and to develop and carry out a plan for achieving those goals. Coaching is neither counseling or therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

DISCLAIMER

Penny van den Berg (herein referred to as “Coach”) is not a therapist, counselor, or consultant. The Thinking Partner understands that Coach has not promised, shall not be obligated to and will not; (1) perform any business management functions including but not limited to, consulting (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (4) act as a consultant or mentor; (5) act as the Thinking Partner’s agent or representative.

Thinking Partner understands that a coaching relationship does not exist between the parties after the conclusion of this service. For any additional coaching services the Thinking Partner wishes to receive, each service will be governed by a separate coaching agreement.

COACH ROLE

As Coach, I acknowledge and agree to:

- i. Establish a foundation to the coaching experience that upholds the ethics and standards as set out by the International Coaching Federation (ICF) <https://coachingfederation.org/ethics>.
- ii. To co-create a coaching relationship that honours the coaching agreement and cultivates a supportive environment based on trust and safety.
- iii. The Coach is not and will not be liable or responsible for any action or inaction, or for any direct or indirect result of any services provided by the Coach.



THINKING PARTNER ROLE

The Thinking Partner acknowledges and agrees:

- i. To be solely responsible for creating and implementing their own physical, mental, and emotional well-being, decisions, choices, actions, and results arising out of or resulting from the coaching relationship, coaching sessions, and interactions with the Coach.
- ii. Willing to co-create the Coach-Thinking Partner relationship and identify the best way to collaborate to support progress.
- iv. The Thinking Partner may terminate or discontinue the coaching relationship at any time. Any unused coaching sessions can be used for future sessions. Or, with written permission from Thinking Partner can donate unused sessions back to the Company. The unused sessions will be donated to another deserving Thinking Partner, at the discretion of the Company.
- v. Coaching is a comprehensive process that may involve different areas of life, including work, finances, health, relationships, education, and recreation. The Thinking Partner agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Thinking Partner's responsibility.
- vi. Coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance use treatment, or other professional advice by legal, medical, or other qualified professionals and that it is in the Thinking Partner's exclusive responsibility to seek such independent professional guidance, as needed. If the Thinking Partner is currently under the care of a mental health professional, it is recommended the Thinking Partner promptly inform the mental health professional of the nature and extent of the coaching relationship agreed upon by the Thinking Partner and Coach.
- vi. In order to enhance the coaching relationship, the Thinking Partner agrees to communicate honestly, be open to feedback and assistance to create the time and energy to participate fully in each coaching session.

COACH AND THINKING PARTNER SHARED RESPONSIBILITIES

To further enrich the coaching relationship, Coach and Thinking Partner acknowledge and agree to:

- i. Work together respectfully and thoughtfully.
- ii. Trust the coaching process and ourselves within it.
- iii. Embrace creativity, change, choice, and possibilities.
- iv. Accept feedback from each other in the spirit in which it is intended.
- v. Approach the coaching experience with optimism and positivity.

Should a breakdown in the coaching relationship occur, both Coach and Thinking Partner have a responsibility to initiate a conversation to discuss next steps. This may lead to termination of the coaching relationship, refund of unused sessions, or referral to other Coaches or applicable resources.

If the Thinking Partner has an ethical conduct complaint about the Coach, the ICF is the governing body with whom the Thinking Partner can connect

<https://coachingfederation.org/ethics/ethical-conduct-review-process>



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FEES

The fee for Coaching is as stated in the Conflict Navigation Package..

If for any reason Company is offering a special discount/promotion for a limited time, then that replaces the above.

METHODS OF PAYMENT

The available methods of payment are specific to the coaching service rendered. If the Thinking Partner pays in INSTALLMENTS, the Thinking Partner authorizes the Company to withdraw the defined amount for the service. If the Thinking Partner elects to pay in FULL, the Thinking Partner authorizes the Company to withdraw the entire defined amount prior to the first coaching session.

REFUND POLICY

In the event the Thinking Partner decides the purchase was not the right decision, and prior to the first coaching session, contact penny@gottamminute.ca with subject line REFUND REQUEST to request a refund. There will be an administrative fee of \$15.00 CAD. Company will provide a refund as timely as possible.

A no-show to a coaching session will forfeit eligibility for refund.

RESCHEDULING POLICY

Rescheduling is generally discouraged. The Thinking Partner is to only book appointments they are confident able to make. If rescheduling is necessary, do so prior to 24 hours in advance of the coaching session using the Company client portal.

A no-show to a coaching session will forfeit eligibility to re-schedule. There may be circumstances that allow re-consideration for re-scheduling. The Thinking Partner is to initiate a conversation with the Coach and re-scheduling will be at Coach's discretion.

CONFIDENTIALITY

The coaching relationship, as well as all information (documented or verbal) the Thinking Partner shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the International Coaching Federation (ICF) Code of Ethics <https://coachingfederation.org/ethics>. Be aware the Coach-Thinking Partner relationship is not considered a legally confidential relationship and thus communications are not subject to the protection of any legally recognized privilege.

As per ICF's requirements, the Coach is required to continue professional development as part of the credentialing process, which may include the Coach having a Mentor or Supervisor. As such, there will be requirements to provide a coaching session and transcripts to the Mentor or Supervisor for the purpose of the Coach's continual education and skill development. Thinking Partner provides consent that one or more Thinking Partner coaching sessions and transcripts be shared with the Coach's Mentor/Supervisor for this sole purpose. Prior to a coaching



session being used, the Coach will ask the Thinking Partner permission for the coaching session to be recorded at the start of the coaching session. Should the Thinking Partner not wish for the session to be recorded, the Coach will not record. Should the Thinking Partner agree to the recorded session, at any time during the session, the Thinking Partner can ask the recording to be either paused or stopped. The coaching session visual, audio, and transcripts will be deleted at the end of the coaching agreement or once the review and feedback by the Mentor/Supervisor has been completed, whichever later. The Coach agrees not to disclose any information pertaining to the Thinking Partner for any other reason than as described above unless the Thinking Partner provides written consent.

All personal information will be maintained in confidence unless required as set out below:

- a. Coach is required by statute, lawfully issued subpoena, or by court order to disclose;
- b. is disclosed to the Coach and as a result of such disclosure, the Coach reasonable agrees there to be an imminent or likely risk of danger or harm to the Thinking Partner, or others; and
- c. involves illegal activities.

The Thinking Partner also acknowledges their continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

RELEASE OF INFORMATION

The Coach is engaged with continued education and professional development as part of ICF credentialing. That process requires the names and contact information of Thinking Partners for possible verification by the ICF. By signing this agreement, the Thinking Partner agrees to have only their name, contact information, start date and end date of coaching shared with ICF staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship. No personal notes will be shared.

According to the ethics of the coaching profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

LIMITED LIABILITY

Except as expressly provided in this contract, Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to coaching negotiated, agreed upon and rendered. In no event shall Coach be liable to the Thinking Partner for any indirect, consequential or special damages. Notwithstanding any damages that the Thinking Partner may incur, the Coach's entire liability under this contract, and the Thinking Partner's exclusive remedy, shall be limited to the amount actually paid by the Thinking Partner to the Coach under this contract for all coaching rendered through and including the termination date.

SEVERABILITY/WAIVER

If any provision of this contract is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Coach or Thinking Partner to



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exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

ENTIRE AGREEMENT

This document reflects the entire agreement between Coach and Thinking Partner,, and reflects a complete understanding of the parties with respect to the subject matter. This contract supersedes all prior written and oral representations and may not be amended, altered or supplemented except in writing signed by both the Coach and Thinking Partner..

DUTY TO READ

I accept that under this contract, I have a duty to read this terms of participation policy, and have done so. Furthermore, I understand and accept that I am precluded from using lack of reading as a defense against all remedies contained herein.

Penny van den Berg
202 Gore Road
Kingston, ON K7L 0C3

Dated: 08 September 2023