

COACHING AGREEMENT

1. **Legal Agreement** - The Coach agrees to provide the Coaching Services to the Client upon the following terms and conditions. By signing this agreement, the Client, the Coach and the Employee Client, if any, agree to be legally bound by and to abide by the following terms and conditions.
2. **Effective Date** - This Agreement shall start upon the Start Date and shall be enforceable among the parties upon signing a copy of this Agreement in paper or in a digital format.
3. **Term** - This Agreement shall start on the Start Date and shall continue until terminated by the parties in accordance with the terms of this Agreement. The Coach or the Client may terminate this Agreement with 7 days notice to the other party, or immediately if the other party has breached any of the provisions of this Agreement.
4. **Fees** - The Client agrees to pay for the Coaching Services provided to the Client and the Employee Client if any, at the rate stated on the booking schedule:
 - a. The Client agrees to pay in full no later than 24 hours after the coaching session(s) have taken place
 - b. The Client may pay via e-mail transfer or preauthorized debit or credit payment;
 - c. The Client or Employee Client if any, agrees to provide at least 24 hrs notice to the Coach in the event that a meeting needs to be cancelled or rescheduled. The Coach will make all reasonable attempts to reschedule the meeting with the Client. The Coach retains to the right to charge the Client for any missed meetings for which proper notice was not given; and
 - d. In the event that the Agreement is terminated, the Coach shall refund any fees paid in advance for services not yet rendered to the Client.
5. **Scope of Services** - The Client hereby retains the Coach to provide professional coaching services focused on the following areas and goals, and to the Employee Clients listed in this Agreement if any (referred to in the Agreement as the "Coaching Services"):
 - a. Strategies to overcome burnout including emotional processing, thought work, boundary setting, time management & efficiency
 - b. Creating the healthcare system you wish to work in
 - c. Transforming your patient and colleague relationships
 - d. Such other areas of focus as may be determined from time to time by consultation and agreement of the Coach and the Client. Any

amendments to the scope of the Coaching Services must be confirmed in writing and agreed to by all of the parties.

- e. The Coaching Services will be delivered in the form of scheduled meetings rendered to the Client through the following methods (internet video conference or telephone meetings). The Coach will also make herself or himself available to the Client via email and Slack between scheduled meetings as agreed to by and between the Coach and the Client.

6. Coach Duties and Responsibilities - The Coach and the Client each acknowledge and agree to their respective duties and responsibilities under this Agreement, including the following duties and responsibilities of the Coach:

- a. The Coach agrees to conduct herself or himself in accordance with any applicable professional codes of ethics in all interactions with the Client and Employee Clients if any. The Coach will provide copies or links to any applicable code of ethics to the Client for their review;
- b. The Coach agrees to set appropriate boundaries with the Client and to clearly explain the nature of coaching and the coaching relationship;
- c. The Coach agrees in the case of coaching in a corporate environment, to review and consider any conflicts of interest between coaching and other management functions and to keep all information private and confidential in accordance with this Agreement, except as disclosure may be required by law;
- d. The Coach hereby states that she or he has accurately identified their qualifications, expertise, experience, training, certifications and credentials in their marketing materials and communications with the Client; and
- e. The Coach agrees to identify and disclose any real or perceived conflicts of interest and shall offer to remove herself or himself in the event that a conflict of interest arises.

7. Client Duties and Responsibilities - The Coach and the Client each acknowledge and agree to their respective duties and responsibilities under this Agreement, including the following duties and responsibilities of the Client:

- a. The Client shall be solely responsible for creating and implementing his or her own physical, mental, financial, educational and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship with the Coach, and the implementation of choices rests solely and exclusively with them;
- b. The Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the relationship;

- c. In a corporate environment, the Client agrees to respect the Coach's confidentiality and privacy obligations to any Employee Clients and shall not compel or pressure the Coach into disclosing or revealing any of the details of the services or the coaching relationship, except as agreed to in writing by the Employee Client; and
 - d. The Client acknowledges that coaching does not involve the diagnosis or treatment of physical or mental disorders and that coaching is not to be used as a substitute for counseling, psychotherapy, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals.
- 8. **Confidentiality** - The Coach agrees to maintain, use and store and dispose of any records, including any and all personal information collected from the Client, including electronic files and communications, created during the course of providing Coaching Services under this Agreement in a manner that promotes confidentiality, security and privacy and complies with all applicable laws, agreements and regulations. The Coach will follow all applicable rules regarding confidentiality in accordance with any applicable codes of conduct and professional standards. The Coach will be required from time to time to submit certain Client personal information to their professional certification bodies as part of their professional requirements. The Client may be contacted by the professional certification body to verify that the Client has received services from the Coach. The parties recognize that the Coach-Client relationship is not considered a legally confidential relationship (such as with a physician or lawyer) and thus communications are not subject to the protection of any legally recognized privilege.
- 9. **Privacy** - The Coach agrees to protect all personal information collected from the Client for the purpose of providing Coaching Services under this Agreement in accordance with applicable privacy legislation in the Province of Ontario and if applicable, the jurisdiction of the Client. The Participant agrees to the collection of use of the personal information in accordance with the Privacy Policy of the Coach for the purpose of delivering and administering the Coaching Services. The full privacy policy of the Provider is available on <https://www.joanchanmd.com/privacy-policy>. In addition to receiving applicable Coaching Services correspondence via e-mail or other electronic communication, the Client expressly consents to receive any marketing correspondence from the Coach upon signing this Agreement. The Client may unsubscribe from any such marketing lists without affecting access to the Coaching Services.
- 10. **Limited License to Coaching Program Materials** - The Coach may use copyrighted materials and tools in the course of providing Coaching Services. The Client is granted a single-use, non-exclusive, non-transferable, revocable license to use such materials within the context of Coaching Services only. All ownership rights in any intellectual property

related to the Coaching Services remain with the Coach and the Client may not use or reproduce any of the content in any manner, without the express written consent of the Coach.

11. **Legal Disclaimer - Not Medical Advice** - The Client shall be required to use their own judgment in applying the information provided in the Coaching Services to their own personal circumstances and may wish to get additional professional advice, including medical advice, where appropriate. The Coaching Services shall not be considered to be medical advice.
12. **Legal Disclaimer - Technology** - The Coach shall not be liable for any losses or damages of any kind related to any websites, technology platforms or any other technology used in the delivery of the Coaching Services being unavailable or unusable for any reason whatsoever. The Client hereby agrees that they have the necessary Internet connection and other technology in order to participate fully in the Coaching Services.
13. **RELEASE AND INDEMNITY.** The Client and Employee Client if any, each hereby agree to release the Coach and their partners, employees, consultants, agents and licensors from liability, and in no event shall any or all of the Coach and their partners, employees, consultants, agents or licensors be liable to the Client or any other person or entity, for any and all liabilities and damages (including any direct, indirect, special, exemplary or consequential damages, including lost profits) whatsoever arising from the use of the Coaching Services (including any breach by you thereof), or otherwise relating to this Agreement and the Client and Employee Client if any, agrees that their sole remedy for any claim, loss, damage, costs or expenses is to terminate the Coaching Services. The Client and Employee Client if any, will indemnify and hold harmless the Coach and its partners, employees, consultants, agents or licensors from and against any claims, losses, judgments, damages, costs and expenses (including without limitation, reasonable legal fees) incurred by any of them due to or resulting from their use of the Coaching Services or otherwise relating to this Agreement. The Client and Employee Client if any, will also indemnify and hold harmless the Coach and their partners, employees, consultants, agents or licensors from and against any claims brought by third parties arising out of the use of Coaching Services.
14. **Governing Law and Jurisdiction.** The Coaching Services are provided by the Coach within the Province of Ontario, Canada. By accessing or using the Coaching Services, the Client and Employee Client if any, agree that all matters relating to your access to, or use of the Coaching Services shall be governed by the laws of the Province of Ontario, and the federal laws of Canada applicable therein, without regard to conflict of laws principles. The Client agrees and hereby submits and attorns to the exclusive

jurisdiction of the courts of the Province of Ontario, with respect to all matters relating to their access to and use of the Program.

15. **Customer Service Requests** - If you have questions or comments or need to provide notice of any kind to the Coach regarding the Coaching Services, please e-mail the Coach at joanchanmd@gmail.com.
16. **Dispute Resolution** - If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Coach and the Client agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover legal fees and court costs from the other party.
17. **Severability** - If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
18. **Waiver** - The failure of a party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance of this Agreement.
19. **Entire Agreement** - This is the entire agreement between the Client and Employee Client if any and the Coach relating to the Coaching Services. Any amendments to this Agreement must be made in writing and agreed to in writing by the all of the parties in a written or digital format.