

This agreement is entered into by and between My Goals Co (My Goals Media Limited) and "The Client".

Definitions

"The Client" — The person who is attending a coaching session within "The Business".

"The Business" — The employer providing My Goals Co as a benefit to its employees ("Clients")

"The Coach" — The Coach is providing Coaching Services.

"My Goals Co" — the organisation in relationship with The Business to provide Coaching Services.

Nature of the relationship

My Goals Co (My Goals Media Limited) holds a relationship with **The Business** to provide **Coaching** to its staff.

Description of Coaching

Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximise personal and professional potential. Coaching facilitates the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

1) Coach Client Relationship

A. My Goals Co agrees to maintain the ethics and standards of behaviour established by the regulatory body that we adhere to in Coaching.

B. The Client is solely responsible for creating and implementing his/her physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching sessions and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or any direct or indirect result of any services provided by the Coach. The Client understands that Coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

C. The Client acknowledges that he/she may terminate or discontinue the coaching relationship at any time and that he/she may only be able to access My Goals Co Coaching infrequently, that regular sessions are not guaranteed.

D. Client acknowledges that Coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education, recreation and others. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.

E. Client acknowledges that 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 counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals. It is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

F. The Client understands that to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

2) Services

The parties agree to engage in a Coaching relationship through in-person and telephone meetings (where possible). The Coach cannot guarantee their availability to Client by e-mail and voicemail in between scheduled sessions as defined by the Coach.

3) Schedule and Fees

My Goals Co is free for users who are attending Coaching sessions through their work.

The sessions shall be 30-60 minutes.

4) Procedure

The time of the coaching days and available sessions are determined by My Goals Co and The Business based on a mutually agreed upon time. The Client will initiate all bookings with the Coach through the online booking system and takes responsibility for attending the session at their chosen time.

5) Confidentiality

This coaching relationship and all information (documented or verbal) that the Client shares with the Coach as part of this relationship is bound by the principles of confidentiality outlined in the Coaches' relevant Code of Ethics.

Please be aware that the Coach-Client relationship is not legally confidential (like the medical and legal professions). Thus communications are not subject to the protection of any legally recognised privilege. The Coach agrees not to disclose any information about the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

The Coach agrees not to disclose any information about the Client. My Goals Co Coaching is not Business Coaching; therefore, all content shared in a Coaching session strictly falls under this agreement between Coach and Client.

The Coach will inform The Business with The Client's consent if they have reason to believe that The Client is in danger of harming themselves or others.

Confidential Information does not include information that

1. was in the Coach's possession before the Client furnishes it;
2. is generally known to the public or in the Client's industry;
3. is obtained by the Coach from a third party, without breach of any obligation to the Client;
4. is independently developed by the Coach without use of or reference to the Client's confidential information;
5. the Coach is required by statute, lawfully issued subpoena, or by court order to disclose;
6. is disclosed and the Coach reasonably believes there is an imminent risk of danger or harm to the Client or others; and
7. involves illegal activity.

The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach promptly.

6) Risk & Suicide

It is not uncommon for conversations about suicide and imminent risk and/or safety to be associated with mental health in a broader context. While the coaching space is not the best place to bring these thoughts and feelings, it can happen that an individual does come to a coaching session while experiencing some degree of these thoughts or feelings.

A My Goals Co session is not the place to actively seek this level of support.

A. The Client acknowledges that there are certain issues people face that are too broad and complex to work on during a coaching session. Other forms of support, such as therapy, counselling, or other medical support, are better suited, more thorough and more appropriate in these circumstances.

B. The Client acknowledges that there is a portion of the mental health spectrum which falls outside of the scope for which Coaching is helpful or appropriate; this includes diagnosing or managing a mental illness.

C. My Goals Co is not qualified to work with individuals on these types of issues and to do so in the Sanctus coaching space would be unsafe for all parties.

D. My Goals Co welcomes all *individuals* to come to sessions for coaching on a topic unrelated to the broader mental health challenge they are managing. The only examples in which this is not the case are instances where the mental health issue is so pervasive for a person that it effectively takes over their ability to be coached on another topic (e.g. are psychotic, in severe distress, or severely depressed). In this case, Coaching would be unsafe for the individual, coach, business and My Goals Co.

E. If you are **actively** considering suicide or considering taking actions that may cause harm to yourself or others. If you feel that you or any other person may be in **immediate** danger or if you have a medical emergency, then you must immediately contact the emergency services.

- 999 — the main emergency services number
- 112 — another emergency number (that works outside of the UK)
- 101 — the non-emergency number for the police
- 111 — the non-emergency medical number (use this for illnesses and minor injuries where life is not in threat, but you would like advice on what to do next or need an emergency appointment with your GP.)

7) Refusal Policy

Coaches maintain the right to refuse Coaching or entry to the coaching space to individuals whom they feel are a threat to their physical, psychological or emotional safety, or the safety of the individual seeking to use the sessions; this is at the Coach's discretion.

8) Release of Information

The Coach engages in training and continuing education to pursue and/or maintain their relevant Coaching Credentials. That process requires the names and contact information of all Clients for possible verification of hours coached by their regulatory body. By entering into this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with the staff members of the Coaches chosen regulatory body. To accredit the Coach, someone from their regulatory body may contact you.

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

9) Cancellation & Late Policy

The Client agrees that it is the Client's responsibility to notify My Goals Co and the Coach of cancellations or rescheduling as soon as possible in advance of the scheduled calls/meetings, to make Sessions as widely available as possible to other members of the team.

My Goals Co requires a minimum of 24-hours for cancellation or rescheduling.

The Client agrees that it is the Client's responsibility to attend coaching sessions at the agreed appointment. The Client is aware that arriving at a session more than 5 minutes late could result in a loss of that session and the Coach will re-market the session to other Clients within The Business after the 5 minute time period is up.

10) Record Retention Policy

The Client acknowledges that My Goals Co has disclosed their record retention policy for documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of not less than seven years after My Goals Co ceases to work with The Business.

All records made by the Coach will include the Client's name and a very brief descriptive note that is purely content-related, with no feelings or judgments attached. The coach will always take notes without any potentially compromising information.

11) Termination

Coaching is not a commitment to a set number of sessions, and The Client may book regular sessions where possible within The Business.

The Client can choose not to attend at any time.

If the Coach has to step away from working with the Business, My Goals Co will give 2-months notice.

12) Limited Liability

Except as expressly provided in this agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied concerning the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this agreement, and the Client's exclusive

remedy, shall be limited to the amount paid by the Client to the Coach under this agreement for all coaching services rendered through and including the termination date.

13) Entire Agreement

This document reflects the entire agreement between the Coach and the Client and reflects a complete understanding of the parties for the subject matter. This agreement supersedes all prior written and oral representations.

The agreement may be amended, altered or supplemented. Any changes will be made and acknowledge in writing from Sanctus to The Client and The Business.

14) Dispute Resolution

If a dispute arises out of this agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice. If the dispute is unresolved, and in the event of legal action, the prevailing party is entitled to recover attorney's fees and court costs from the other party.

15) 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.

16) Waiver

The failure of either 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 with every provision of this agreement.

17) Applicable Law

This agreement shall be governed and construed in accordance with the laws of England and Wales without giving effect to any conflicts of laws provisions.

18) Binding Effect

This agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

When you sign up to a My Goals Co Session within The Business, you are hereto entering into this agreement between Coach and Client.