

## **AGREEMENT**

*The YCC Inc.* is at this moment contracted to coach, create, or provide feedback on career education search marketing materials for the individual(s) named in this contract (or otherwise assigned in writing or upon the issue of payment). Client(s) acknowledges that all fees are for creative or coaching services and are not transferable or refundable. Complete payment is required before services are rendered unless both parties have set a written agreement. A service charge of \$100.00 will be assessed for all returned checks, and the client agrees to pay all collection agency fees, damages, and related costs to collect money due.

*The YCC Inc.* is authorized (if a deposit agreement is established) to charge the remainder of the balance and additional services purchased to my VISA, MasterCard, American Express, or Discover Card account upon release of the draft product(s), if paying by credit card.

*The YCC Inc.* is not responsible for errors on client(s) originals after proofreading by the client (including typographical, spelling, and grammatical, address, or content errors). Client(s) hereby agrees that *The YCC Inc.* is not responsible for any inaccurate, incorrect, or misleading information in the prepared materials. Client (s) has an opportunity to review the materials and approve the entire content before delivery/reproduction. Client(s) is aware that any discretionary revisions made after the final prints are prepared to subject to additional charges. Fees are quoted for services listed, if additional services are requested, a new rate may be issued but will not be processed unless agreed upon by client. Client(s) agrees that a fax or electronic signature is legally binding.

*The YCC Inc.* recognizes that anything the client or parent (or guardian, or legal representative) shares with them is regarded as confidential. The YCC Inc. undertakes not to use or disclose any information that client(s) or parent shares with them unless the failure to disclose such information will lead to harm or support a criminal act towards themselves or others or required by law.

*The YCC Inc.* will only release information about our work to others with your written permission or if we are required to do so by court order. There are some situations in which we are legally obligated by Federal and State laws to breach your confidentiality in order to protect others from harm, including the following: (1) If we have information that indicates that a child, elderly or disabled person is being abused, we must report that to the appropriate state agency; and; (2) If a client is an imminent risk to him/herself or makes threats of imminent violence against another person, we are required to take protective actions. These situations rarely occur in coaching practices, but if such a situation occurs, we will make every effort to discuss it with you before taking action.

Some sessions are conducted in groups, including teleconference (Skype, Zoom, FreeConferenceCall, iPhone) groups. You, the client(s), agree to maintain the confidentiality of all information communicated to you by other coaching clients and by your coach. It is understandable that progress is often enhanced when clients discuss their coaching relationship with trusted colleagues and friends. You can have these discussions with trusted colleagues and friends, but you agree not to share any information which would allow others in the group to be identified.

The client(s) should be aware that it is impossible to protect the confidentiality of client(s) information which may be transmitted electronically, i.e., electronic mail and other information stored on computers connected to the internet, by cordless or mobile telephones and similar telecommunication and computer equipment. Therefore, it is agreed between the client(s) and the coach that unless the client(s) utilizes encryption and other forms of security protection, The client(s) waives any action legal or otherwise against the coach and holds the coach harmless for any interception of client(s) information resulting from the use of the equipment mentioned above.

In being a coach, we are NOT licensed psychologists with training and experience in diagnosing and treating emotional and psychological problems. Although there are some similarities between coaching and psychotherapy, we, as career coaches, will not conduct psychotherapy under any circumstances with any coaching clients. Coaching and psychotherapy are different modalities of counseling, and it is important that you as the client(s) understand the differences between them. Although both coaching and psychotherapy utilize knowledge of human behavior, motivation, behavioral change, and interactive counseling techniques, there are major differences in the goals, focus, and level of professional responsibility. Thus, you agree to not hold or sue The YCC Inc., nor its CEO/Founder, nor friends / family / personal possessions of the CEO/Founder or its board members or hold its coaches liable for any claim of dissatisfaction to our coaching and your results.

We, The YCC Inc., adopted The ICF's definition of coaching quoted in part, which is as follows: Professional coaching is an ongoing professional relationship that helps people produce results in their individual lives, careers, businesses, or organizations. Through the process of coaching, clients deepen their learning, improve their performance, and enhance their quality of life.

In each meeting, the client(s) chooses the focus of conversation, while the coach listens and contributes observations and questions. This interaction creates clarity and moves the client into action. Coaching accelerates the client's progress by providing greater focus and awareness of choice. Coaching concentrates on where clients are now and what they are willing to do to get where they want to be in the future. Coaches recognize that results are a matter.

### **Success Disclaimer**

All our services are intended to help clients discover their interests and passions, activate their visions and build meaningful careers. As stipulated by law, we cannot and do not make any guarantees about your ability to get results or earn money, obtain a job / internship, receive scholarships, start a business, gain college / university acceptances, etc. with our ideas, information, tools, or strategies. Your results are dependent on you. We aim to help clients by co-creating strategy and sharing resources to help our clients move forward. Nothing in our contracts, websites or marketing materials promises or guarantees results. We also do not offer legal, medical, tax or other professional advice. All personal stories, suggestions or examples referenced during coaching, or any of our materials or web pages, are simply past client or founder testimonials, based on research, estimates, and projections and should not be considered exact, actual or a promise of potential success. We do feel very strongly to offer you this transparency as its' important that we hold ourselves to a very high standard of integrity as we work towards our client's success.

### **Dispute Resolution**

It is agreed between The YCC Inc. and the client(s), his/her/their family / guardian / partners / organization / institution / corporation / agency, and estate and the coach that any controversy or claim arising out of or relating to The Agreement, or the breach of this agreement, shall be settled by arbitration or mediator by an accredited individual or organization with an arbitrator or mediator whom we mutually agreed upon. And the arbitration or mediation may occur by telephone or virtual mode.

Your purchase of these services constitutes as your assent to the terms of this agreement; and signifies your assurance that you will abide by its terms during our professional relationship.