

COACH REFERRAL AGREEMENT

THIS AGREEMENT (“Agreement”) made as of _____, by and between The Ford Institute for Integrative Coaching, Inc. a California Corporation, and/or The Ford Institute, a California Corporation, (collectively referred to as the “Institute”) whose address is 2132 Caminito Circulo Sur, La Jolla, CA, 92037 and the undersigned (the “Coach”).

Statement of Facts

In order to promote integrative coaching and shadow work world, wide the Institute is developing a referral program for Integrative Coaches who are trained, certified and in good standing with The Ford Institute For Integrative Coaching, called the Coach Success Network (“CSN”). As part of developing this referral program, the Institute shall make arrangements with website(s) that the Institute is affiliated with (collectively referred to as “Website”) whereby Integrative Coaches will have the opportunity to be listed on the Website and clients who come to the Website seeking a coach will be referred to the Integrative Coaches listed on the Website through the matching process that is outlined below in this Agreement. (“Referral Program”).

The Coach is a coach trained, certified and in good standing with The Ford Institute For Integrative Coaching and is interested in obtaining referrals and growing their business through the Referral Program being offered herein by the Institute subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements of the parties set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Referral Agreement. Subject to the terms and conditions of this Agreement, the Institute agrees to develop through the Referral Program and the Website a process for referral of a new client (“Client”) to the Coach and the Coach agrees to accept and manage their relationship with the Client on the terms, conditions and standards set forth in this Agreement, as this Agreement may be modified from time to time as provided for below.

2. Structure of Relationship. The Coach understands and agrees that the Coach is not an employee of the Institute and/or of any of its related entities, instead the Coach is an independent contractor.

3. Classification of Coaches. Coaches will be classified into different coaching categories. The eligibility and criteria for each category shall be established by the Institute. The Coach acknowledges and agrees that it is at the sole discretion of the Institute as to which category the Coach will be placed and that it is at the sole discretion of the Institute to in any way modify the criteria for or the names of the categories. The listing of the categories and the classification criteria are attached hereto as “Schedule A and made a part hereof by this reference. The Institute shall establish an application process whereby a Coach can apply for a change in their classification status. The Coach does hereby acknowledge and agree that they understand that a change in classification as well as the change in classification application process is also at the sole discretion of the Institute.

4. Process of Matching the Coach with a Client. Once the Coach has applied, been accepted, executed all documents and met the criteria outlined in this Agreement for placement on the Website, the Coach shall submit a profile that meets the profile guidelines outline posted on the Website (“Profile Guidelines”). Once the profile is approved by the Institute, it shall be displayed on the Website. Potential clients who are interested in hiring a Coach will fill out and submit a client application. Unless the potential client specifically requests a coach listed on the Website, the Institute, in it’s sole discretion, will use it’s best efforts to provide the potential client with the names of potential Coaches that the Institute believes would be a good match with the potential client. The number of and names of Coaches that the Institute furnishes to any potential Client will be at the Institute’s sole discretion. It will then be up to the potential Client to make a decision about which Coach they have selected. The Institute will ask the Client to inform them and the Coach of their selection. Yet, it is the responsibility of the Coach to notify the Institute of any and all Clients and to not commence a coaching relationship with any Client until the Coach has been notified by the Institute that the Client has fulfilled all of their obligations and responsibilities. If the Client continues to work with the Coach beyond the term of the Client Coaching Agreement then it shall be the obligation of the Coach to furnish the Institute with the details of their ongoing relationship with any Client. The Coach understands that this matching process may evolve over time and agrees that the Institute, at its sole discretion, can alter this matching process. If a Client refers another client to the Coach, the Coach should ask that Client to direct the referral to Private Coaching at www.debbieford.com, however if for any reason the potential new client does not go through the Website yet does become a paying client then the Coach should consider making a donation of 10% of the Fee that the Coach earns as a result of their work with this client to the www.thecollectiveheart.org.

5. The Best Interest of the Client. The Coach understands that even though it is the desire of the Institute that all the Coaches listed on the Website

obtain Clients, the matching process will be done in accordance with what is in the best interest of the Client.

6. Termination of The Coaching Relationship. If a Client terminates the coaching relationship with the Coach, then the Coach shall immediately notify the Institute of said termination. Notification shall include, but not be limited to, the Client's name, the date of the termination, the reason the Client gave for wanting to terminate the coaching relationship, their intended action, the Coach's view of the situation and any other pertinent information ("Notification"). If the Client's notice of termination is made in writing than that should be attached to the Notification or if the Institute has a form regarding terminations then the Coach agrees to complete such a form. If a Client misses two or more coaching sessions without notifying the Coach of such absences or if the Coach does not hear from the Client for a period of two weeks from the date that the Client was supposed to be in touch with the Coach, then the Coach shall notify the Institute of the situation and specifically outline the chain of events of the situation. The Coach agrees that it is the Coach's responsibility to stay in contact with, support and nurture the relationship with the Client and to notify the Institute of any issues they are having with a Client.

7. Determination of Coaching Rates, Percentage Split, Packages, Discounts and Payment Plans. The Coach understands that it is at the sole discretion of the Institute to determine the coaching rates, coaching packages, as well as any discounts or payment plans that shall be offered to potential Clients. These items are all outlined in "Schedule A" which is attached hereto and made a part hereof by this reference. Further the Coach agrees that it is at the sole discretion of the Institute to alter, add, change or modify the coaching rates, coaching packages, as well as any discounts or payment plans. The Institute shall notify the Coach of any such changes. The Coach further agrees that any Client discounts, affiliate fees, taxes, or monies due as a result of the Partner Program shall be paid from the gross revenue received from the Client and the Percentage Split shall be calculated on the net compensation received from the Clients which for the purposes of this Agreement is defined as the gross revenue received from the client minus any Client discounts, affiliate fees, taxes or monies due as result of the Partner Program ("Net Compensation").

8. Fee to Coach For Services Provided. In consideration for the services detailed herein whereby the Institute refers a Client to the Coach and the Coach coaches the Client, the Institute, it's successor and assigns shall pay the Coach a fee for the services the Coach has provided equal to an agreed upon percentage of the Net Compensation received from the Client by the Institute for the work that the Coach has done with the Clients for as long as the Coach is working with a Client. ("Fee") The agreed upon percentages are based upon the classification of the Coach and outlined in Schedule A. If the Coach or the Institute terminates this

Agreement or the Coach no longer wants to be part of the Referral Program, yet the Coach continues to work with the Client, the Institute shall still have the right to collect the monies due from that Client and they shall continue to pay the Coach the Fee. The Coach agrees and understands that no matter what their relationship is with the Institute, the Coach, for as long as they are working with that Client, owes the Institute a Fee for any Client that a Coach is originally introduced to and works with as a result of this Referral Program.

9. Collection of Monies Due and Payment of Fees. The Coach understands and agrees that the Institute shall be collecting all of the monies due from the Client and then paying the Coach the Fee. The Coach also understands and agrees that in order for them to receive their payments of Fees, at the end of every month they must remit an invoice to the Institute outlining the name of each Client, the number and dates of each coaching session, which they had for the month that just ended. Specifically, between the 1st and 10th day of each month, the Coach must submit an invoice to the Institute detailing the number and dates of coaching sessions that the Coach had with each Client during the month that just ended. If the Coach remits the invoice when due, then they shall be paid the monies due by the twenty-fifth day of the next month. If the Coach remits their invoice to the Institute on the 11th day of the month or after, then that invoice will be held until the next payment cycle occurs. To illustrate this concept: The Coach must remit an invoice for the all of the coaching sessions they had with Clients for the month of January, 2009 by and between February 1st – 10th, 2009. If they do so, then the Coach shall receive their payment for the services they provided in January by March 25, 2009. If the Coach remits to the Institute their invoice for services provided in January on or after February 11th, 2009, then they will not receive their January payment until April 25, 2009. The Coach further understands and agrees that they are only entitled to Fees in connection with the coaching sessions they have actually had with a Client regardless of what payment plan a Client has selected or if the Client has pre-paid for a package of coaching sessions.

10. Set Up Fee. The Coach shall each be entitled to place a one page profile on the Website. The Coach agrees that the profile must follow the Website's profile or bio guidelines or template suggestion posted on the Website (collectively referred to as "Guidelines"). The Coach also agrees to pay the Institute a Set Up Fee of \$250 to set their bio up on the Website. If on June 1st, 2009 the Coach had a bio on www.thecollectiveheart.org ("TCH Website") then the Coach understands agrees that it is the responsibility of the Coach to edit their profile and submit a picture so that it meets the Guidelines and that said Coach shall pay a Set Up Fee of \$50 to the Institute to set up their profile up on the Website.

The Set Up Fee shall be due once the Coach is accepted into the Referral Program. The Set Up Fee is non refundable in whole or in part, regardless of whether at any time the Coach changes their mind about being part of this Referral Program or

featured on the Website. Further if the Institute in its sole discretion does not feel that the Coach's profile is in keeping with the Guidelines or does not properly reflect the professionalism or integrity of the Website, then the Coach agrees to edit their profile as recommended by the Institute or at their own cost to hire an editor to do the same.

11. Additional Opportunities. In addition to engagements for the Coach from the Website, the Institute intends (but is not obligated) to explore additional coaching opportunities for the Coach with the expectation that at the time that any additional opportunity is presented to the Coach, that opportunity shall be viewed as an ancillary business opportunity and the parties understand that any agreement on ancillary business shall be the subject of either a separate agreement to be reached between the Institute and the Coach in that regard, or an agreement of the parties to apply the terms of this Agreement to the new engagement. Further the Institute intends (but is not obligated) to provide additional educational experiences, trainings, marketing opportunities that the Institute will make available to the Coach at a price to be determined by the Institute at the time the opportunity is presented. With the exception of monthly support calls for the Coaches, such opportunities are not covered under the terms of this Agreement and will be the subject of a separate agreement to be reached between the parties. Further the Institute is not obligated to but may elect to make available to the Coach such amenities that may include but are not limited to: email addresses and phone numbers. The Coach understands and agrees that any such amenities are for business use only and they further agree to not use them for personal use. The Coach agrees that any abuse in the usage of such amenities could result in them being terminated or even the termination this Agreement.

12. Membership Conditions. Participation in this Referral Program is contingent upon the Coach satisfying all of the following conditions herein. The Coach must:

- (a) be a certified Integrative Coach trained, certified and in good standing with The Ford Institute For Integrative Coaching,
- (b) have set up their coaching practice as a business and is integrity with the laws of their state and country as it pertains to their business practices and any and all taxation requirements,
- (c) complied with the requirements of your city, county, township, state and/or country in connection with obtaining a business license and ID number,
- (d) have Coaching Liability Insurance in a minimum amount of \$1,000,000 per claim and \$3,000,000 aggregate limit which covers the Coach and names The Ford Institute For Integrative Coaching, a California corporation, whose address and

phone number are: 2132 Caminito Circulo Sur, La Jolla, California, 92037, Phone: 858 454 8815, as an additional party covered under the policy,

(e) furnish a copy of said insurance policy and the certificate of insurance to the Institute at 2132 Caminito Circulo Sur, La within ten (10) days of purchase or upon the request of the Institute,

(f) maintain said Coaching Liability Insurance for the entire time that they are part of this Referral Program and provide proof of renewal to the Institute at the address provided above. If the Coach has an existing insurance policy they should notify CSN to discuss the same,

(g) fill out IRS Form W-9, if the Coach is a United States resident and submit it to: The Ford Institute, 2132 Caminito Circulo Sur, La Jolla, CA, 92037 (see Paragraph 17 herein even if Coach is not a United States resident) This form is available on the website www.irs.gov,

(h) sign and mail a signed copy of this Agreement to: The Ford Institute, PO Box 8064, La Jolla CA 92037, as well as submit the Agreement by clicking on the link below,

(i) remit payment of the Set Up Fee as outlined in Paragraph 10 herein, and

(j) work with one pro bono client under the terms and conditions set forth by the Institute and once a year submit the Institute's Pro Bono Client Requirement Reporting Form.

Failure to meet and maintain any of the conditions set forth in this Agreement and specifically in this paragraph shall give the Institute the right to immediately remove the Coach from the Website.

13. Third Party Complaint. If the Coach receives a complaint from a Client or any current, former, or prospective coaching Client, either orally or in writing, the Coach shall notify both their Coaching Liability Insurance Carrier and the Institute in writing within 24 hours of the receipt of the complaint. Notification shall include, but not be limited to, the Client's name, the date of the complaint, nature of their complaint, their intended action, the Coach's view of the situation and any other pertinent information. If the Client's complaint is made in writing than that should be attached to the notification.

14. Term of Agreement. This Agreement shall commence as of the date hereof and shall continue for so long as the Institute continues to maintain a presence for the Coach on either the Website, or any substitute website offering coaching services to potential Clients, unless sooner terminated by either party in accordance with the terms and conditions of the Agreement.

15. Termination of Agreement. Either party shall have the right to terminate this Agreement without cause by sending written notification to the other party. Termination shall be effective immediately. If either the Coach or the Institute terminates this Agreement then it shall be the Coach's responsibility to provide the Institute with a final invoice for all of the Fees due within fifteen (15) days of said notification of termination otherwise I waive my right to claim such fees. The Institute shall pay such final invoice within thirty (30) days of its receipt. The Coach understands that once this Agreement is terminated by either party, they do not have the right to work with any Clients without entering into a separate agreement with the Institute. In case of termination, the Institute reserves the right to find another coach for the Client and the Coach agrees to use its best efforts to work with the Institute to decide what is the best way to work with their Clients and maintain the integrity of the coaching relationship.

16. Breach of This Agreement. Unless otherwise specified herein, in case either party fails to perform under or commits a breach of any of the several covenants and conditions herein contained, the other party shall notify such party in writing of such failure or default and such party shall then have the right to remedy such failure or default by complying with the terms of this Agreement, and thereby making the notice null and void and of no effect. If the breaching party has not instituted a remedy or is not in the process of instituting a remedy within thirty (30) days of receipt of such notice, then the aggrieved party may terminate this Agreement immediately by a further notice in writing. The provisions of Paragraph 15 of this Agreement shall apply.

17. Accounting Practices. In order for the Coach to be eligible for placement on Website, the Coach if they are a United States person must fill out IRS Form W-9. This form is available on the website www.irs.gov. It is the responsibility of the Coach to submit this completed W-9 Form to the Institute. Both the Institute and the Coach shall keep detailed accounting records. At the end of the calendar year the Institute shall furnish the Coach with the appropriate information and forms necessary for the Coach to do their income tax reporting. If the Coach is not a citizen of the United States, then they must provide the Institute with any information that is requested in order for the Institute to pay them, and if the Coach requires any additional information in order to comply with the requirements of their country, then it is the sole responsibility of the Coach to notify the Institute of their situation. In this case any additional expenses incurred to supply the Coach with the information needed shall be the sole responsibility of the Coach and the Coach agrees that the Institute shall deduct cost to pay any professionals the Institute hires to handle the Coach's request from the monies due said Coach.

If the Coach has a discrepancy with the Fees they have received from the Institute for any one month, then they should notify the Institute of what they believe the

discrepancy is. Such notification should be detailed and include the month and year in question (“Time Period”), and for the Time Period: all of the names of the Clients, the dates and times the Coach has had sessions with the Clients and a description of the discrepancy including what the Coach believes is due and owing and what the Coach received from the Institute. The Institute then has twenty (20) days from receipt of said notification to respond to the Coach’s notification. The Coach agrees that the Institute also has the right to contact Clients. If the parties can not come to an agreement over this issue, then any disagreements or disputes about monies due, shall be handled in accordance with Paragraph 18 below.

Within thirty (30) days of written request, the Coach shall have the right to examine the books and records of the Institute, but only as it pertains to the direct activity and financial information of the Coach. The Coach understands that the books and records of the Institute involve all of the other coaches and that to assure the privacy and right to confidentiality of the Institute coaching community, the Coach shall have only have the right to see financial records that are directly related to the Coach. Within thirty (30) days of written request, the Coach shall have the right to examine the books and records of the Institute, but only as it pertains to the direct activity and financial information of the Coach and their activities with the Institute.

18. Resolution of Conflicts. Except as specifically provided herein, if either party encounters any dispute with the other, the parties agree to attempt to resolve it amicably and fairly through open-minded discussions and, if necessary, mediation. If the dispute cannot be resolved between the parties, within 90 days of the development of the dispute, arbitration constitutes the sole and exclusive remedy for the settlement of any dispute or controversy concerning this Agreement or the rights of the parties hereunder, including whether the dispute or controversy shall be arbitrated. The arbitration proceeding will be conducted in San Diego, California, before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration is made. California law governs this Agreement, irrespective of California’s or any other jurisdiction’s choice-of-law principles. To the extent that there is any conflict between the rules of the American Arbitration Association and this arbitration clause, this clause will govern and determine the rights of the parties. The decision of the arbitrator, including the determination of the amount of any damages suffered, will be exclusive, final, and binding on all parties, their heirs, executors, administrators, successors, and assigns, as applicable, and judgment thereon may be entered in any court of competent jurisdiction. The costs of arbitration, including administrative fees, fees for a record and transcript, and the arbitrator’s fees, as well as reasonable attorney’s fees will be awarded to the party determined by the arbitrator to be the prevailing party.

19. Standards of Professional Conduct. The Institute has developed and provided to the Coach a copy of the Coach Success Network Ethical Guidelines (“Ethical Guidelines”) to be followed by all coaches. A copy of the Ethical Guidelines is attached hereto as “Schedule B” and made a part hereof by this reference. The Institute shall have the right to modify these Ethical Guidelines from time to time as circumstance arise which may require clarification or enhancement of Ethical Guidelines in order to maintain a high level of service and integrity. The Coach agrees to follow these Ethical Guidelines, as modified, for so long as this Agreement is in effect. In the event that any circumstances arise which reflect a breach by the Coach of the Ethical Guidelines expected of the Coach or anyone associated with the Coach, the Institute shall be entitled to terminate this Agreement on written notice to the Coach.

20. Servicing of Agreement. The Institute shall have the right to engage others to service this Agreement on their behalf. The Coach agrees to cooperate with the servicing group.

21. Entire Agreement. As of the date hereof, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

22. Modifications. Both parties acknowledge and agree that situations may arise that were unforeseen as of the date of this Agreement. The Coach understands and agrees that the Institute has the right to modify and supplement this Agreement and that they will bound by the terms of such modifications and addendums unless they notify the Institute in writing of their objection. Failure of the Coach to notify the Institute of their objection within ten days of receipt of such modification or addendum shall be deemed as the Coach’s acceptance of such and a waiver of their right to object.

23. Parties to this Agreement. For the purposes of this Agreement, the term The Institute shall mean and include, but shall be not limited to, Debbie Ford personally or in her capacity as an officer, agent or employee of any entity which involves, uses, or promotes her work or her assigns including, without limitation, the Ford Institute for Integrative Coaching, LLC, The Ford Institute, Pearl, Inc. and/or BeauCorp, Inc.

24. Disclaimer. The Coach acknowledges that The Institute is not entering into an implied or constructive promise that there will be any business or revenue generated from the opportunity presented within this Agreement or from this Referral Program.

25. Protection of Confidentiality. The Coach agrees that without the prior written consent of the Institute, they shall not at any time or in any manner, directly or indirectly divulge, disclose, or communicate to any person, corporation, or entity, in any manner whatsoever any information that is proprietary to or relates to

the business of the Institute, its affiliates, Beaucorp, Pearl Enterprises, Debbie Ford and any of her corporations or affiliates, CSN or anything that relates to or is about Debbie Ford or her staff, either professionally or personally. Such information includes but is not limited to: personal information, the inner workings of the businesses, trade secrets, copyrights, ideas, techniques, know-how, inventions and/or any other information of any type relating to Institute's business model, operations, activities and methods that the Institute uses to do business, the identity of Institute's agents, employees and subcontractors, Client or Coach Information, and all confidential information including but not limited to: ideas, products, spiritually-based processes, media events, media productions, written documents, books & one-on-one and group sharing ideas. The parties acknowledge that any breach in terms of this Paragraph is a material one and can greatly affect the Institute's business.

26. Assignment: The parties agree that the Institute at its sole discretion and without notice to or agreement of the Coach shall have the right to assign and transfer all of the rights, title and interests hereby granted or agreed upon in this Agreement to an assignee of their choice.

27. Intellectual Property Rights.

(a) Trademarks (and Service Marks): The Coach acknowledges that unless they are given written permission by the Institute or Debbie Ford, that the Coach does not have the right to adopt or use any of the Institute's or Debbie Ford's intellectual property, name, names, commonly used terms, key words, phrases or translations of the same (collectively referred to as the "Property") in a way that would be confusing to a consumer and might imply that the Coach is the owner of this Property. In any event, the Coach acknowledges and agrees that the Property and any marks (if applicable), all goodwill pertaining thereto, and all rights, registrations, applications and entitlements thereto, and all extensions thereof, are and shall remain the sole and exclusive property of the Institute, Debbie Ford and or any of its affiliates and that nothing in this Agreement shall be construed to convey any rights or interest in the Intellectual Property Rights to the Coach. The Coach further agrees that if the Institute notifies the Coach of an improper usage of said Property the Coach shall cease and desist from using the Property in the manner outlined by the Institute.

(b) Copyrights: The Institute, Debbie Ford and/or their affiliates shall remain the owner of all copyrights in the Property, including any and all copyrights in any portion of the Property, its packaging, promotional materials, and advertising whether currently existing or which may be hereafter created.

28. Notice. All notices except those relating to termination and/or breach of this Agreement and/or a third party complaint must be made in writing and can be

made to either party via email. Notices relating to termination and/or breach of this Agreement and/or a party complaint must be made in writing and communicated to the other party via email as well as be sent by certified mail, return receipt requested, or such other method as permits the verification of delivery in order to easily determine the date of receipt. All notices for The Institute shall be sent to:

Email: stepup@coachsuccessnetwork.com

Address: 2132 Caminito Circulo Sur, La Jolla, CA, 92037

29. Governing Law. This Agreement shall be governed in all respects by California law.

30. Agreement Signatures. The Coach agrees that they shall: sign and mail the signed copy of the Agreement to: The Ford Institute, PO Box 8064, La Jolla CA 92037, as well as submit the Agreement by clicking on the link below. The Coach further agrees and understands that as the Declaration below states that the submission of the Agreement by clicking the link below acknowledges the Coach's acceptance of all of the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly signed as of the year and date first set forth above.

The Institute

The Coach

By: Debbie Ford, President

Name/Title:

Company: _____

Address: _____

City/State/ZIP _____

Phone: _____

E-Mail: _____

DECLARATION

By submitting this Agreement electronically I do hereby accept all of the terms and conditions set forth in this Agreement including Schedules A and B that have been incorporated as a part of this Agreement and that I agree and acknowledge that the date of this Agreement shall be the date this Agreement is electronically received by the Institute.

SCHEDULE A

NAME, CLASSIFICATION CRITERIA, PRICE, PERCENTAGE SPLITS AND DISCOUNTS

EXECUTIVE

Classification Criteria - This is a by –invitation-only level. These are coaches that Debbie would hire to be on staff, has extensive coaching experience and coach has a large band width of coaching experience, leadership training and abilities.

Price of Coaching Session - \$350

Split between Coach and Institute - 70% to the Coach - 30% to the Institute

MASTER

Classification Criteria - This individual is a coach who has coached 10 or more clients in the last calendar year.

Price of Coaching Session - \$175

Split between Coach and Institute - 60% to the Coach - 40% to the Institute

CERTIFIED

Classification Criteria - This individual is a coach who has coached less than 10 clients in the last calendar year.

Price of Coaching Session - \$110

Split between Coach and Institute - 60% to the Coach - 40% to the Institute

Introductory Session

Price of Introductory Session - \$60

Split between Coach and Institute - 50% to the Coach - 50% to the Institute

Get Acquainted Call

Price of Get Acquainted Call - Free to Client

Split between Coach and Institute - 0 to the Coach - 0 to the Institute

Packages – Clients may receive a discount if they pay up front and in full for a package of coaching sessions.

Partner Program - If a client is referred by someone who is a member of the Partner Program, then the affiliate fee due the member who makes the referral shall also be deducted from the revenue paid by the client.

All percentage splits are net of discounts and affiliate fees.

Schedule B

Coach Success Network Ethical Guidelines

Competence: Coaches will maintain high standards of competence in their work.

Integrity: Coaches will represent themselves in an honest and fair manner, being cognizant of their particular competencies and limitations.

Coaches strive to be aware of their own belief systems, values, needs, and limitations and the effect of these on their work. To the extent feasible, they attempt to clarify for relevant parties the roles they are performing and to function appropriately in accordance with those roles.

Professional Responsibility: Coaches will uphold standards of ethical conduct that reflect well on the individual coach as well as the profession at large.

Respect for People's Rights and Dignity: Coaches will treat clients with dignity and respect being aware of cultural differences, and the client's right to autonomy, privacy, and confidentiality.

Coaches accord appropriate respect to the fundamental rights, dignity, and worth of all people. They respect the rights of individuals to privacy, confidentiality, self-determination, and autonomy, mindful that legal and other obligations may lead to inconsistency and conflict with the exercise of these rights. Coaches are aware of cultural, individual, and role differences, including those due to age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, language, and socioeconomic status.

Coaches try to eliminate the effect on their work of biases based on those factors, and they do not knowingly participate in or condone unfair discriminatory practices.

Code of Ethics

The Coach Success Network Coaches Code of Ethics Consists of the following:

INTRODUCTION

GENERAL STANDARDS

ADVERTISING/PUBLIC STATEMENTS

COACHING RELATIONSHIP

PRIVACY AND CONFIDENTIALITY

COACHING AND TRAINING

COACHING RESEARCH AND PUBLISHING

DOMAIN NAMES, PRODUCT NAMES, AND EMAIL ADDRESSES,

TRADEMARK AND COPYRIGHT LAWS,

CREATING YOUR OWN CURRICULUM, MARKETING MATERIAL OR COPY

USE OF INSTITUTE LIST

GOSSIP AND/OR NEGATIVE TALK

PERSONAL BUSINESS IDEAS AND STRATEGIC ALLIANCES

USING A STANDARD OF POWERFUL QUESTIONS

Introduction

Coaches work in a variety of specializations (such as personal/life and corporate/business) in order to help their clients. Coaches are specifically trained in coaching through a school or mentor coach, and use/incorporate their individual life experience in their practice.

Coaches may use an array of titles, ranging from coach to consultant to facilitator. Although each coach measures their progress differently, achievement is always measured by progress made by the coaches' clients. Due to the personal nature of most coaching relationships, this Ethics Code provides the framework and values upon which professional coaches base their practice.

The purposes of this Code are threefold. First, it provides the broad principles and values to which coaches subscribe. These include confidentiality and the utmost concern for the welfare and success of the client. Secondly, it provides rules for coaches to use in many of the specific situations that a coach might encounter. Finally, this Code is meant to serve as a building block for the ethical and moral standards of coaches. While each individual coach agrees to follow this Code, they are encouraged to supplement and add to it in order to build a lifelong commitment to building an ethical workplace and profession.

1. General Standards

1.01 Applicability of the Ethics Code.

(a) Any code may be considered as a normalization of experience into a set of rules. A code is adopted by a community because its members accept that adherence to such rules, including the restrictions this implies, is of benefit to all, inside and outside the community alike.

(b) This code of ethics is directed to all professional members of CSN (Coach Success Network). It consists, essentially, of a series of statements which prescribe minimum standards of practice, to be observed by members. The code is intended to be observed in the spirit and not merely the word.

(c) The activity of a coach subject to the Ethics Code may be reviewed under these Ethical Standards only if the activity is part of his or her coaching work-related functions.

1.02 Relationship of Ethics and Law Of The Country.

(a) Although the Law of the country in which the Coach practices will take precedent over CSN Ethical Standards, coaches will, at a minimum, strive to adhere to CSN Ethics Code.

(b) A coach should not engage in any illegal activities, including, but not limited to, copyright, intellectual property rights, or patent violations.

1.03 Professional Relationship.

(a) Coaches provide their services only in the context of CSN professional standards.

(b) Trust and responsibility are at the heart of the coaching profession. It is expected that coaches will always act with integrity towards their clients, their peers, and themselves.

1.04 Competence In Coaching.

(a) A coach will not knowingly lay claim to a level of competence not possessed, and will at all times exercise competence at least to the level claimed.

(b) Coaches provide services only within the boundaries of their competence, based on their education, training, or appropriate professional experience. Coaches should only accept work as they believe they are competent to perform.

1.05 Maintaining Expertise.

(a) Coaches maintain a reasonable level of awareness of current best business practices and professional information in their fields of activity, and undertake ongoing efforts to maintain competence in the skills they use.

(b) Coaches keep themselves informed of new technologies, practices, legal requirements and standards as are relevant to the coaching profession.

1.06 Outputs of coaching Services.

(a) When coaches provide coaching services, (inclusive of any assessments utilized), to an individual, a group, or an organization, they use language that is reasonably understandable to the recipient of those services.

(b) If coaches will be precluded by law or by any other means from providing such information to particular individuals or groups, they so inform those individuals or groups at the outset of the service.

1.07 Respecting Others.

(a) Respect for the individual is a cornerstone of coaching relationship.

(b) In their work-related activities, coaches respect the rights of others to hold values, attitudes, and opinions that differ from their own.

1.08 Unfair Discrimination.

In their work-related activities, coaches do not engage in unfair discrimination based on any basis whatsoever.

1.09 Harassment.

(a) Coaches do not knowingly engage in behavior that is harassing or demeaning to persons with whom they interact in their work.

(b) Sexual harassment is sexual solicitation, physical advances, or verbal or nonverbal conduct that is sexual in nature. Coaches ensure that their behavior is at all times appropriate and can in no way be described as harassment in any form.

1.10 Personal Problems and Conflicts.

(a) Coaches recognize that they too may experience personal problems which may exert an adverse effect upon the coach client relationship. Accordingly coaches inform clients of any such problems, and together appropriate action is taken.

(b) In addition, coaches have an obligation to be alert to signs of, and to obtain assistance for, their personal problems at an early stage, in order to prevent impaired coaching performance.

(c) When coaches become aware of personal problems that may interfere with their performing coaching-related duties adequately, they take appropriate measures, such as obtaining professional consultation or assistance, and determine whether they should limit, suspend, or terminate their current coaching activity.

1.11 Making Progress.

Coaches take reasonable steps to ensure that the client progresses, and in cases where there is no progress coaches strive to minimize any harm to their client.

1.12 Misuse of Coaches' Influence.

Because coaches' professional judgments and actions may affect the lives of others, they are alert to and guard against personal, financial, social, organizational, or political factors that might lead to misuse of their influence.

1.13 Misuse of Coaches' Work.

(a) Coaches do not participate in activities in which it appears likely that their skills or assessments will be misused by others.

(b) If coaches learn of misuse or misrepresentation of their work, they take reasonable steps to correct or minimize the misuse or misrepresentation.

1.14 Conflict of Interest.

(a) Whenever feasible, a coach refrains from taking on professional obligations when preexisting relationships would create a risk of conflict of interest.

(b) If a coach finds that, due to unforeseen factors, a potentially conflict of interest relationship has arisen, the coach attempts to resolve it with due regard for the best interests of the affected person and compliance with the Ethics Code.

1.15 Barter.

A coach may participate in bartering only if the relationship is not exploitative. Coaches are free to negotiate accepting goods, services, or other non-monetary remuneration in

return for coaching services, within the legal and Income Tax limitations of the country of practice.

1.16 Exploitative Relationships.

- (a) Coaches do not exploit persons over whom they may have a management role.
- (b) Coaches do not engage in sexual relationships with personnel over whom the coach has evaluative or direct authority, because such relationships may be viewed as exploitative.

1.17 Referrals.

When indicated and if professionally appropriate, coaches may cooperate with other professionals in order to serve their client effectively and appropriately.

1.18 Third-party Requests for Services.

- (a) When a coach agrees to provide services to a person or entity at the request of a third party, the coach clarifies to the extent feasible, at the outset of the service, the nature of the relationship with each party. This clarification includes the role of the coach (such as organizational consultant), the probable uses of the services provided or the information obtained, and the fact that there may be limits to confidentiality.
- (b) If there is a foreseeable risk of the coach's being called upon to perform conflicting roles because of the involvement of a third party, the coach clarifies the nature and direction of his or her responsibilities, keeps all parties appropriately informed as matters develop, and resolves the situation in accordance with this Ethics Code.

1.19 Delegation to and Supervision of Subordinates.

- (a) Coaches delegate to their employees, and assistants only those responsibilities that such persons can reasonably be expected to perform competently, on the basis of their education, training, or experience, either independently or with the level of supervision being provided.
- (b) Coaches provide proper training and supervision to their employees and take reasonable steps to see that such persons perform services responsibly, competently, and ethically.

1.20 Records and Information Management.

- (a) Coaches create, maintain, disseminate, store, retain, and dispose of records and data relating to their practice, and other work in accordance with the law of the country in which they practice, and in a manner that permits compliance with the requirements of this Ethics Code.
- (b) Coaches are recommended to appropriately document their work in order to facilitate provision of services later by them or by other professionals, to ensure accountability, and to meet other legal requirements of their Country.

1.21 Fees and Financial Arrangements.

(a) As early as is feasible in a professional relationship, the coach and the client, or other appropriate recipient of coaching services reach an agreement specifying the compensation and the billing arrangements.

(b) Coaches do not exploit recipients of services or payers with respect to fees, nor do coaches misrepresent their fees.

(c) If limitations to services can be anticipated because of limitations in financing, this is discussed with the client or other appropriate recipient of services as early as is feasible.

(d) If the client, or other recipient of services does not pay for services as agreed, and if the coach wishes to use collection agencies or legal measures to collect the fees, the coach first informs the person that such measures will be taken and provides that person an opportunity to make prompt payment.

1.22 Accuracy in Reports to Payers.

In their reports to payers for services, coaches accurately and clearly state the nature of the service provided, the fees and/or all other charges.

1.23 Referral Fees.

When a coach pays, receives payment from, or divides fees with another professional other than in an employer - employee relationship, the payment to each is based on the services (referral, consultative, administrative, or other) provided, and is agreed in writing prior to commencement of engagement.

2. Advertising/Public Statements

2.01 Definition

Advertising / Public Statements refer to any written documents or verbal statements that a coach makes publicly available (such as a brochure, article, speech, or professional resume) relating to coaching.

2.02 Statements by Others.

Coaches understand that others may engage in making public statements for them, whether specifically asked to do so or not. Coaches will make their best effort to ensure that any such public statements are true and not misleading.

2.03 Avoidance of False Statements.

Coaches agree not to make any public statements that are false, under any circumstance. Examples of such statements include a coaches' training or experience and the fees they charge.

3. Coaching Relationship

3.01 Structuring the Relationship.

a) Coaches will explain their fee structure prior to the first paid coaching session with a client.

(b) Coaches agree to bring up and discuss important topics as early as possible in the coaching relationship. An example of such a topic is confidentiality (See also standard 4.01, Discussing the Limits of Confidentiality.)

(c) Coaches agree to refer clients to other professionals when relevant. Coaches also will refer a client to a counselor, therapist, or psychiatrist as soon as possible if they see or hear a problem that may necessitate mental health treatment.

(d) Coaches make an effort to answer clients' questions and address their concerns about coaching as promptly as possible. When available, a coach will provide written information to address specific concerns about coaching.

3.02 Safety and Well-Being.

(a) Each Coach must make an appropriate referral to a Mental Health Professional or Emergency Service Professional at an early point of recognizing situations in which clients may put their own safety or well-being at risk, or the safety or well-being of others at risk, and in severe situations the Coach must contact a Mental Health Crisis Service or Emergency Service on behalf of the client.

(b) Coaches must not attempt to diagnose or assess any mental health issue or specific problem where clients may put themselves or others at risk, but must act solely out of their personal experience, as coaches are not trained or licensed to make such diagnoses or assessments.

(c) Coaches must notify the appropriate authorities when a client discloses that they are harming or endangering another individual or group. The coach must also attempt to notify the person or group who is being harmed or endangered. The Coach does not need to discern if a mental health problem is present or in fact if the current or imminent harm is in fact illegal.

3.03 Providing Coaching Services to Those Served by Mental Health Professionals.

Each coach must decide whether or not to enter into a coaching relationship with a client who is currently undergoing psychotherapy or other mental health treatment. Most important in making this decision is the client's welfare.

3.04 Sexual Intimacies With Clients.

Coaches agree not to be sexually involved with current clients.

3.05 Interruption of Services.

Coaches will make reasonable efforts to make other arrangements for any interruption of coaching services. For longer-term interruptions (longer than 1 month), the coach is encouraged to refer clients to other coaches until they are able to resume coaching.

3.06 Terminating the Coaching Relationship.

Coaches agree to terminate a coaching relationship when it becomes clear that the client is no longer gaining benefit (or is being harmed) from the coaching relationship. In terminating the relationship, coaches will suggest alternatives or provide referrals to coaches or other professional services when appropriate.

4. Privacy and Confidentiality

These Standards are applicable to the professional activities of all coaches.

4.01 Discussing Confidentiality and the Limitations Thereof.

(a) Coaches respect the client's right to privacy. They do not solicit private information from the client unless it is essential in the provision of services, or the implementation of research. The standards of confidentiality apply once disclosure occurs.

(b) The discussion of confidentiality occurs at the beginning of the professional relationship, unless it is contraindicated or infeasible, and from then on as necessary.

(c) Coaches discuss the nature of confidentiality and its limitations with clients and other interested parties. Coaches examine situations in which confidential information may be requested or disclosed.

(d) All information obtained in the course of the professional service is confidential unless there is a compelling professional reason for its disclosure. Coaches will disclose confidential information without a specific release if it is necessary to prevent foreseeable imminent harm to the client or another. In all circumstances, coaches will be judicious in the amount of information that is disclosed.

4.02 Maintaining Confidentiality.

(a) Coaches are fundamentally prudent in the protection of the confidentiality rights of those with whom they work or consult. Coaches acknowledge that professional relationships, institutional regulations, and/or the law may establish confidentiality.

(b) Coaches will not discuss confidential information in any setting unless privacy can be assured.

(c) Coaches discuss confidential information only for appropriate professional, consultative, or scientific purposes and only with persons clearly concerned with such matters.

(d) In their dealings with the public and media (including professional presentations, and writing) coaches will be careful to guard the confidentiality of their clients. Moreover, coaches will disguise confidential information so that clients are not individually identifiable. Coaches will only disclose confidential information if the client or legally authorized individual has given express written consent.

(e) In a consultative capacity, coaches do not share confidential information that could lead to the identification of a client with whom they have a confidential relationship.

Coaches may only share this information if they have obtained the prior consent of the client, or if the disclosure cannot be avoided. Furthermore, coaches share information only to the extent necessary to achieve the purposes of the consultation.

(f) Coaches take logical precautions to protect client confidentiality in the event of the coach's cessation of practice, incapacitation, or death.

(g) Coaches protect the confidentiality of their deceased clients in accordance with this Ethics Code.

4.03 Records and Information Management.

(a) Coaches maintain confidentiality when creating, storing, accessing, transferring, and disposing of records under their authority in accordance with this Ethics Code and laws of their country.

(b) Coaches take precautions to ensure and maintain the confidentiality of information communicated through the use of telephone, voice mail, computers, email, instant messaging, facsimile machines, and other information technology sources.

(c) Coaches take practical and lawful steps to assure that records remain available in order to serve the best interests of clients.

4.04 Disclosures.

(a) Unless prohibited by law, coaches will only disclose confidential information if the client, or person legally authorized to consent on behalf of the client, has given express written consent.

(b) Coaches may disclose confidential information without the consent of the client only as mandated or permitted by law.

(c) When possible, coaches inform clients about the disclosure of confidential information and possible ramifications before the disclosure is made.

(d) Coaches will only disclose confidential information to third party payers with the appropriate written consent.

(e) Coaches must disclose certain confidential information as required by law or if the confidential information may put the client or others at risk of harm or compromise their well-being.

5. Coaching Training

5.01 Design of Training Programs.

Coaches who train other coaches do their best to ensure that their training programs are well thought-out, and will provide the trainee the material that they are seeking.

5.02 Descriptions of Training Programs.

Coaches that train other coaches shall not mislead others about the training they offer.

5.03 Ethics during Training.

Coaches that train other coaches will ensure that they are made aware of this ethics code, when applicable, and will abide by it during the training process.

5.04 Limitation on Training.

Coaches agree to see their own limitations in training other coaches, and in such instances when they don't feel adequately experienced to train another coach in a specific area or technique, they will refer the trainee to another coach or training program.

6. Coaching Research and Publishing

6.01 Planning Research.

(a) Those coaches that conduct research will design and conduct the research within recognized scientific standards.

(b) Coaching research will be planned to minimize the possibility of misleading results from the collected data.

(c) Coaches that conduct research have the competency to do so, or have other scientific professionals with competency overseeing the research.

(d) Research will be conducted in compliance with all laws of the country in which research is carried out.

6.02 Conducting Research

(a) Approval or consent from research participants or hosting organizations shall be gained, unless (b) below holds true.

(b) Approval or consent from research participants or hosting organizations is not required only in special cases, such as research with anonymous questionnaires or naturalistic observations.

(c) Participants will be informed about the research and its anticipated use(s), in language that is understandable to the general public.

(d) Where applicable, research participants shall be suitably protected from adverse consequences of participating in the research, including (but not limited to) potential consequences of withdrawing from the research.

(e) If inducements are offered to research participants, such inducements shall not be excessive or inappropriate.

6.03 Reporting of Research Results.

When the results of research are made available, coaches will not falsify or fabricate the results. Further, if significant errors in the research are found in the future, appropriate attempts will be made to correct the prior results.

The following applies to all publications by coaches.

6.04 Plagiarism.

Coaches do not copy others' research or data without prior written permission from the originator.

6.05 Publication Credit.

Coaches take responsibility and credit only for their own work.

6.06 Professional Reviewers.

7. Domain Names, Product Names and Email Addresses.

7.01 Coaches shall not use any of the Institute's confidential or proprietary information which includes: our names, titles, tag lines, key words, terms, phrases, intellectual property, etc. as part of your email address, domain name or individual workshop or product names.

7.02 Coaches can not use terms like: www.debbiefordsbestcoach.com, kelly@shadowprocesscoaching.com, the Consciousness Cleanse Weekend Workshop or "The Queen of Spiritual Divorce Radio Show" are not okay. In all seriousness, please refrain from using titles, terms, key words and phrases like: Shadow, Shadow Effect, Shadow Process, Shadow Coach (es) (ing), Shadow Effect Coach (es) (ing), Shadow Salon, Shadow Interactive, Shadow Screenings, Shadow Clubs, Coach Success Network, Blueprint, The Essentials of an Extraordinary Life, Debbie Ford, Integrative Coach (es) (ing) without out permission of the Institute.

7.03 Coaches can say that you have been trained and certified by the Ford Institute or advertise a Shadow Salon, Screening or Interactive if you have signed up as directed, but in all cases you must make it clear and conspicuous that you are operating independently of us so that the Ford Institute is released of liability for your activities and actions. It needs to be clear that these are your events

8. Trademark and Copyright Laws.

8.01 Coaches shall not use any of our text, commonly used terms, titles, logos, graphics, or branding without the Institute's consent.

8.02 Coaches shall notify the Institute of anyone who is not acting in accordance with the standards set forth in this Agreement.

8.03 If the Coach is unsure as to what is the intellectual property or proprietary information of Debbie Ford and/or The Ford Institute, the Coach shall notify the Institute with their question.

9. Creating Your Own Curriculum, Marketing Material or Copy.

9.01 Coaches can not create their own evites, brochures or promotional or marketing materials in connection with promoting the Shadow Effect movie, or the Shadow Effect Interactive without the written permission from the Institute.

9.02 Coaches can not write their own curriculum or start their own Shadow or Shadow Effect clubs, one-day workshops, groups, weekend workshops, etc. or other programs based on the work of the Institute. Coaches are not allowed to use this body of work in any way, without getting written permission from the Institute.

9.03 In terms of a curriculum for Shadow or Shadow Effects clubs, one-day workshops, groups, weekend workshops, etc, The Institute is going to create what they feel is appropriate and saleable and provide the Coach with impeccable resources.

10. Use of Institute Lists.

10.01 Coaches shall not use any of the Institute's lists, including but limited to: participant lists, email addresses and other contact information that you have been entrusted with as a participant in an Institute workshop or program. These lists were published so Coaches could interact with fellow participants and are not meant to be shared with others or used for any other purpose. The Institute's commitment is to never share your personal information, ever, and we will uphold that promise.

11. Gossip and/or Negative Talk.

11.01 If there are any concerns or feedback the Coach has regarding policies or actions of the Institute, the Coach shall please come directly to one of the staff members of the Institute instead of discussing it with others.

11.02 The Coach understands that gossip will only bring toxicity into the space and negatively impact us all.

12. Personal Business Ideas and Strategic Alliance.

12.01 If the Coach has an idea or a product that is based on Debbie's or the Institute's work and the Coach wants the Institute to consider either developing or marketing their ideas, the Coach shall come to the Institute we are putting systems in place to review new ideas and support you through the steps of working with us since the commercial use of our work is prohibited by law.

13. Using A Standard Of Powerful Questions

13.01 The Institute has policies, codes of conduct of what is and is not impeccable integrity. The Coach acknowledges and agrees that the Institute shall continue to evolve new policies and the Coach agrees that they shall abide by all present and future guidelines. In the meantime the Coach shall use the rule of thumb of asking powerful questions to help them determine the appropriateness of their actions and behaviors. The Coach shall ask themselves powerful questions like:

Is this action an expression of my highest self?

Would you feel okay saying this to Debbie, the staff and our collective group?

Does this action honor the "We" or "I" mentality?

Have I been specifically granted the right to do this?

Is this an appropriate comment for posting on a social network?

13.02 The Coach shall be proactive and notify the Institute of any questions.