

**WESTPORT PARTNERS' CAREER COACHING AGREEMENT**

<b>Name and address of Career Coach:</b>	<b>Westport Partners Limited</b> (Referred to as the "Company"). 1704 Tung Chiu, Commercial Centre, 193 Lockhart Road, Wanchai, Hong Kong
<b>Name of Client:</b>	<b>(Insert Name)</b> IC / Passport No: (referred to as "you")
<b>General:</b>	This Agreement is entered into by and between: Paul Quinn of Westport Partners Ltd (Career Coach) and (Insert Name) (Client), whereby the Company agrees to provide Career Coaching Services for the Client.
<b>Commencement Date:</b>	(Insert Date)
<b>Description of Coaching:</b>	Coaching is a Partnership (not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to optimise their personal and professional potential. It is designed to facilitate the creation/development of personal, professional and business goals and to develop and carry out a strategic plan for achieving those goals.
<b>Coach-Client Relationship:</b>	<p>(A) Coach agrees to maintain the ethics and standards of behaviour established by the International Coach Federation "(ICF)" (<a href="http://Coachfederation.org/ethics">Coachfederation.org/ethics</a>). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behaviour.</p> <p>(B) Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls 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 for any direct or indirect result of any services provided by the Coach. Client understands 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.</p> <p>(C) Client further acknowledges that he/she may terminate the coaching relationship at any time.</p> <p>(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 and recreation. 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.</p> <p>(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, or other professional advice by legal, medical or other qualified professionals and that 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.</p> <p>(F) Client understands that in order to enhance the coaching relationship, Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.</p> <p>(G) Client agrees to pay any agreed costs and expenses relating to third-party testing, services or other relevant goods that the Coach utilises to advance the purposes of the Coaching Agreement. All expenses incurred by the Coach on behalf of the Client shall be mutually agreed in writing, prior to them being incurred.</p>

<b>Services</b>	The parties agree to engage in a two (2) session Coaching Program. Coach may also be available for additional time, per Client's request on a pro-rated basis rate of USD 500 per hour (for example, reviewing documents, writing reports, engaging in other Client-related services outside of coaching hours).
<b>Procedure</b>	The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. The Client will initiate all scheduled calls and will call the Coach at the agreed number for all scheduled meetings. If the Coach will be at any other number for a scheduled call, the Client will be notified prior to the scheduled appointment time.
<b>Confidentiality</b>	<p>This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognised privilege. The Coach agrees not to disclose any information pertaining to 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.</p> <p>Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.</p>
<b>Cancellation Policy</b>	The Client agrees that it is the Client's responsibility to notify the Coach at least twenty-four (24) hours in advance of the scheduled calls/meetings. The Coach reserves the right to bill Client for a missed meeting. The Coach will attempt in good faith to reschedule the missed meeting.
<b>Termination</b>	Either the Client or the Coach may terminate this Agreement at any time with two (2) weeks written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.
<b>Limited Liability</b>	Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to 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 actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.
<b>Entire Agreement</b>	This document reflects the entire agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.
<b>Waiver</b>	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.
<b>Applicable Law</b>	This Agreement shall be governed and construed in accordance with the laws of the prevailing jurisdiction where the Coach is located, without giving effect to any conflicts of laws or provisions. Please sign both copies and return one copy of this Client Agreement prior to the first scheduled coaching meeting. Retain one copy for your records and please email the other to Paul Quinn at <a href="mailto:pq@westport-partners.com">pq@westport-partners.com</a>

I hereby acknowledge receipt of the original of these terms and conditions and agree to be bound by them and by the other documents, which form part of the Career Coaching Agreement.

(INSERT NAME)

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.....

**Client's name**  
*(in block capitals)*

**Signature**

**Date**

**FOR AND ON BEHALF OF WESTPORT PARTNERS LIMITED**

PAUL QUINN  
MANAGING DIRECTOR

.....

.....

**Name of Officer of Employer**  
*(in block capitals)*

**Signature**

**Date**