



YCN MEDIA GROUP / YIFAT COHEN

COACHING SERVICES AGREEMENT

This agreement made by and between YCN Media Group (“Company”, “I”, “Me”), a business located at:
601 Timothy John Dr. Pflugerville, Texas, 78660

And “Client”, “You”: _____(check one: []an individual [] a business) located at:

This Agreement is effective _____ (“Effective Date”) with no long term commitment.

Coaching Services:

As long as this Agreement is not terminated by either party, provided Client is in good standing, Company agrees to provide, and Client agrees to receive, the services selected in Schedule A of this Agreement (the “Services”).

Other products and services as may be agreed to from time to time and by mutual written agreement.

Confidentiality

Although there is no legal coach-client privilege with regard to “right of privacy” (as, for example, is the case with lawyers or doctors), Company treat all information that you share in a coaching sessions as confidential as is legally permissible by law.

All Parties to this agreement acknowledge that confidential information is a valuable and unique asset of each party or of the third parties who have furnished it to us.

We both understand that confidential information will only be made known to each other in confidence in connection with our coaching calls.

We both agree that disclosure or use of confidential information other than for the sole benefit of the party providing the confidential information would be a breach of this agreement.

We both understand that disclosure of any trade secrets or confidential information of any media whatsoever is a violation of this nondisclosure section.

If either of us is in doubt as to whether certain information received by the other is confidential information or a trade secret; that receiving party will treat such information as confidential information and a trade secret.

Neither party will disclose or use confidential information for any purpose other than in the performance of their duties under this agreement. This obligation extends during the entire term that I’m providing you the services, and for a period of 5 years after the date of termination of service.



We both agree to use all reasonable measures to prevent the unauthorized use of confidential information by others. These measures include compliance with all procedures developed by each party to protect such information.

Upon the termination of this Agreement, all trademarks, and any and all other proprietary materials, including membership lists, in the possession of the receiving party shall be returned to the originating party which owns the confidential information within 21 days, or certified to have been disposed of by the receiving party in a manner reasonably acceptable to the originating party.

Termination.

Company may terminate this Agreement at any time by providing written notice to you by regular mail, email, or fax.

Client may also terminate this Agreement without penalty any time by providing Company written notice by regular mail, fax or email.

Upon termination of this agreement by either party, Client agrees to pay Company any and all outstanding balances owed. Client understands and agrees that termination of this agreement, whenever executed, does not relieve Client's agreement and obligation to pay the Retainer Amount in full, plus any fees for services.

Warranties, Guarantees, Promises.

You acknowledge that you are not relying on any warranties, guarantees, promises, or representations made outside of this agreement. Information provided by Company, or Company's Coaches through the coaching services or by the company in any way, cannot replace or substitute for the services of trained professional in any field, including, but not limited to, mental, financial, medical, psychological, or legal fields. Neither the Company, nor any of its assigns, sponsors, partners, contractors, employees or other representatives offer any such advice, nor should it be construed as such.

Entire Agreement.

This Agreement encompasses the entire agreement and understanding between parties and no addition or modification of any terms shall be effective unless put forth in writing and signed by Company.

Indemnification.

You agree that you are solely responsible and accountable for your choices, actions and results in life, and by your participation in these coaching calls, you agree not to attempt to hold us, the Company or our officers, directors, successors, assigns, affiliate companies and contractors liable for any decisions, actions or results that you make or experience in business or in life due to your participation in these coaching calls at any time, under any circumstances.

Disputes.

Should a dispute arise, we both agree to put forth our best good faith efforts to amicably and fairly resolve any disputes. If, after this good faith effort we are unable to resolve the dispute, we agree to resolve the dispute by non-binding mediation in the Travis County, Texas via a professional mediator obtained by the Company and, if successful mediation is not reached, to binding arbitration arbitrated in the Travis County, Texas in accordance with the Texas Arbitration Association. If any of these terms are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms, and will not affect the



validity and enforceability of the remaining provisions.

Review and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of the Travis County, Texas.

Updates and Revisions.

Company may, from time to time, update the terms of this Agreement at its sole discretion. At that time you may accept the new terms or consider the new Agreement to be the Company's 30 day termination notice. If you then choose to discontinue the Services, you may terminate this Agreement as provided herein.

SIGNATURES / AUTHORIZATIONS:

Our signatures on this agreement indicate full compliance with the requests and promises above and complete understanding of the Services to be provided.

AUTHORIZED COMPANY REPRESENTATIVE:

For YCN Media Group: Yifat Cohen, 3/7/2017

For Client: _____
Name Date Signature

_____ I have your permission to acknowledge you publicly as a client.

_____ I have your permission to use you as a reference.

_____ I have your permission to use your contact information when applying for credentials and certification.



Schedule A – Services

Available Service Offerings (Check all that apply):

Bi Weekly “Premium” Coaching Services Retainer Package, consisting of:

1. **Up to Two Hours per month of 1:1 coaching.** To be delivered by phone or internet, (typically delivered as biweekly 45 minute coaching calls).
2. **Email coaching.** This should be primarily for brief or timely issues, and not a replacement for coaching appointments. There is no guaranteed response time, but best efforts will be done to respond within 24-48 hours whenever reasonably possible.
3. **Material and Campaign Review.** Client will also be entitled to reviews of, and feedback on, collateral marketing pieces including, but not limited to, sales letters, opt-in pages, email sequences, etc.; as well as course design, curriculum, packaging and strategy. Coach will also subscribe to, monitor, and offer guidance during Client’s active marketing campaigns.

Please note: This is not meant as a review/editing service for all outbound client materials, but a strategic value-add to product and promotional design, and to campaign performance and optimization; and thus should be used efficiently and with discretion, and scheduled 48 hours in advance wherever possible to ensure a timely response.

4. **“911” Calls.** In the event of urgent or important issues that can’t wait to be discussed on a regular coaching call or email conversation, you may request ad-hoc coaching calls as needed. These will be strictly subject to availability.

In-Person Strategy/Planning Day

The primary purpose of these meetings is to assess current assets, resources and performance; establish goals, priorities and metrics for the next quarter; and discuss ideas for achieving them. Meetings will be held in Toronto or, subject to availability, may be held in another location subject to client reimbursing travel-related expenses and paying an additional \$2,000 convenience fee. If necessary, may also be held virtually (though in-person is encouraged).

Fast Track “Elite” Coaching Services Package, consisting of:

1. Everything included in the “Premium” Services Retainer Package, plus:
2. **Up to Four (4) In-Person Strategy/Planning Days per year.**

Notes: All services that have no specific usage maximums are subject to Coach’s availability and to a “fair and reasonable use” assessment which is at Coach’s sole discretion.



Services and Payment Methods Selections:

“Premium” retainer package, paid monthly at \$1,100/mo. Billed every 30 days.

“Elite” retainer package, paid monthly \$3,000/mo. Billed every 30 days.

Single In-Person Strategy/Planning Day, paid in advance at \$5,000 each.

Please specify: # of Strategy Days: _ x \$5000 each = \$

All amounts are specified in US Dollars and do not include any taxes, if applicable.