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# MASTER COACHING SERVICES AGREEMENT

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This Master Services Agreement for Coaching Services ("Agreement") is entered into as of March 22, 2022, with effect from March 28, 2022 until August 30, 2022, by and between, The Secretan Center, Inc., located at 7724 5<sup>th</sup> Sideroad, Allison, Ontario, L9R 1V3, CANADA (hereinafter referred to as "SECRETAN") and XXXXXXXXXXXXXXXXXXXXXXX and XXXXXXXX Inc., XXXXXXXXXXXXXXX, Toronto, ON M3J 2K3, CANADA for the benefit of itself and its subsidiaries, affiliates, joint ventures, partnerships, managed and contracted entities (hereinafter referred to collectively as "CLIENT").

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## WITNESSETH

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WHEREAS, CLIENT desires for SECRETAN to perform and provide CLIENT with certain [Executive Coaching Services](#) as requested by CLIENT and more particularly described herein and below; and

WHEREAS, SECRETAN is willing to perform and provide CLIENT with certain Executive Coaching Services as requested by CLIENT; and

NOW, THEREFORE, in consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:



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## ARTICLE 1: GENERAL DESCRIPTION, SCOPE OF SERVICE AND FEES

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**1. a.** SECRETAN agrees to provide to CLIENT such executive coaching and related services (collectively called “Services”) as are described on SECRETAN’s website at <http://www.secretan.com/coaching/> and <https://secretan.com/coaching/coaching-with-dr-secretan/>.

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## ARTICLE 2: CLIENT LIAISON

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**2. a.** CLIENT will be the main Scheduling Contact with SECRETAN, unless CLIENT shall designate an alternative CLIENT Scheduling Contact for the Service as described in “Appendix B”. CLIENT’s Scheduling Contact will be responsible for acting as SECRETAN’s principal point of interface with CLIENT for scheduling the Services covered by this agreement, and, will help to define, schedule and guide the tasks to be performed by SECRETAN.

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## ARTICLE 3: STATUS MEETING

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**3. a.** If CLIENT so requests, SECRETAN shall hold periodic status meetings with CLIENT by phone in order to review the status of SECRETAN activities. There is no charge for telephonic review meetings. On-site review meetings may be conducted at such locations as are mutually agreed to by CLIENT and SECRETAN and subject to the fee schedule attached at the end of this agreement as Appendix B.

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## ARTICLE 4: FEES AND EXPENSES, RECORDS

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**4. a.** SECRETAN shall invoice CLIENT monthly for the Services provided to CLIENT by SECRETAN under each Schedule in accordance with the rate schedule set forth on the Schedule as Appendix B. All payments by CLIENT shall be made promptly within thirty (30) days of receipt of all properly payable invoices. All designated rates and payments shall be in Canadian Dollars.

**4. b.** Virtual Coaching calls that have been scheduled in advance, and confirmed with CLIENT in the Higher Ground Leadership® Coaching Schedule, and then cancelled by CLIENT with less than forty-eight (48) hours’ notice will be invoiced to CLIENT as if they had taken place.

**4. c.** Reasonable out-of-pocket expenses necessarily and actually incurred by SECRETAN in the performance of its Services hereunder, if any, and approved in advance by CLIENT, will be paid promptly by CLIENT, and in any event not later than thirty (30) days following



receipt of invoice from SECRETAN. SECRETAN will provide supporting documentation to CLIENT when so requested.

**4. d.** SECRETAN shall maintain complete and accurate accounting records, in a form in accordance with generally accepted accounting principles, to substantiate SECRETAN's charges hereunder.

## **ARTICLE 5: CONFIDENTIAL INFORMATION OF THE PARTIES**

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**5. a.** During the term of this Agreement and surviving its expiration or Termination, both parties shall regard and preserve as trade secrets, proprietary and confidential all past, present and future business activities and all information related to the business of the other party, its parent company and its subsidiaries and affiliated companies and its or their clients, members and/or enrollees, that may be obtained from any source, whether written or oral.

**5. b.** Should client so require, SECRETAN shall sign CLIENT's standard Non-Disclosure Agreement.

**5. c.** SECRETAN warrants that all deliverables, data, materials, forms, surveys and products developed under Appendix A and Appendix B by SECRETAN are the Intellectual Property of SECRETAN, unless involving the services of third parties, and remain the property of SECRETAN at all times. Certain documentation, forms, surveys, and other proprietary materials will be used by SECRETAN during the course of this agreement and CLIENT agrees not to use copy or adapt them for any other purpose(s) other than for the purpose(s) of executing the services described in this agreement.

**5. d.** Upon the expiry or termination of this Agreement, CLIENT will return to the SECRETAN any property, documentation, records, or confidential information which is the property of the SECRETAN.

**5. e.** SECRETAN MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXCEPT AS PROVIDED HEREIN, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR THE IMPACT OF ANY ADVICE GIVEN, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED WITH RESPECT TO THE ADVISORY AND COACHING SERVICES FURNISHED HEREUNDER



## ARTICLE 6: TERM

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**6. a.** This Agreement shall commence on the **twenty-eighth (28) of March, 2022**, as shown in the Higher Ground Leadership® Coaching Schedule, and shall continue in full force and effect thereafter for six (6) months or, if extended, until Terminated thereafter in accordance with the provisions of this Agreement. This and any future Statements of Work shall commence on the date first written and shall continue in full force and effect thereafter until Terminated in accordance with the provisions of this agreement.

## ARTICLE 7: WORK POLICY

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**7. a.** SECRETAN (and Dr. Lance SECRETAN) shall at all times remain an independent contractor. Nothing contained herein shall be construed to create an agency relationship between CLIENT and SECRETAN or Dr. Lance SECRETAN and/or Higher Ground Leadership®.

## ARTICLE 8: EXCUSABLE DELAY

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**8. a.** Performance times under this Agreement or any Schedule shall be considered extended for a period of time equivalent to the time lost because of any delay which is excusable hereunder; provided, however, that, if any such delay shall, in the aggregate, last for a period of more than thirty (30) days, or be expected to last for a period of more than thirty (30) days, the party not relying on the excusable delay, at its option, may Terminate this Agreement as it relates to the Schedule involved.

## ARTICLE 9: LIABILITY

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**9. a.** CLIENT acknowledges that although SECRETAN provides counsel, advice, ideas, suggestions and experience to CLIENT, the final decision and responsibility for accepting and/or implementing such counsel, advice, ideas, suggestions and experience rests solely with CLIENT.

**9. b.** In recognition of the relative risks and benefits of the services described in this agreement, to both CLIENT and SECRETAN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of SECRETAN to CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of SECRETAN to CLIENT shall not exceed \$10,000, or SECRETAN's total fee for services



rendered under this agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Additional limits of liability of \$2,000,000 (two Million Dollars) may be made a part of this Agreement for an additional fee equal to the cost of purchasing such insurance.

**ARTICLE 10: NOTICES**

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**10. a.** Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing (unless otherwise specifically provided herein) and shall be deemed to be duly given if delivered personally, by commercial overnight courier or if by certified or registered mail, postage prepaid, return receipt requested and addressed as follows:

For CLIENT:                   XXXXXXXXXX  
  XXXXXXXX Inc.,  
  XXXXXXXXXXXX Road,  
  Toronto, ON M3J 2K3  
  Canada

For SECRETAN:               Dr. Lance H. K. SECRETAN  
  7724 5<sup>th</sup> Sideroad  
  Alliston, ON, L7K 1P2  
  CANADA



**ARTICLE 11: MODIFICATIONS AND AMENDMENTS**

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**11. a.** No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

**ARTICLE 12: SEVERABILITY**

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**12. a.** In the event any one or more of the provisions of the Agreement shall be held by a tribunal of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision. If any provision of this Agreement is held to be excessively broad as to duration, geographical scope, activity or subject, it is to be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

**ARTICLE 13: ENTIRE AGREEMENT.**

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**13. a.** This Agreement (consisting of the General Terms and Conditions and Appendixes, that are incorporated herein by this reference) constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and any other negotiations and discussions, whether oral or written, of the parties and/or subsidiaries of the parties with respect to the same subject matter hereof. There are no warranties, representations and/or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein.



**SIGNATURE PAGE**

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**IN WITNESS HEREOF**, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the day, month and year first written below.

**XXXXXX INC.**

**THE SECRETAN CENTER INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Signature)

(Authorized Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

(Type or Print)

(Type or Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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# “APPENDIX A”

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## STATEMENT OF WORK

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CLIENT Project Manager will be: XXXXXXxx, and/or Project Coordinator or Scheduler as designated by CLIENT

SECRETAN Project Coordinator: Dr. Lance Secretan

Work Location: Telephonically/Virtually on Zoom

**SECRETAN agrees to provide CLIENT with Coaching Services, using “The Whole Human® approach (additional details may be found here: <http://www.secretan.com/coaching/higher-ground-leadership-pathfinder-coaching/>) and to support CLIENT in reaching CLIENT’S professional and personal goals..**

In addition, and if so requested by CLIENT, SECRETAN may provide any of the services outlined below. Initiation for such services will be through consecutively numbered Purchase Orders.

- Consulting [strategy, corporate culture, leadership development (<https://secretan.com/consulting/>)
- “Inspiration in the Cloud” for Teams (<https://secretan.com/consulting/inspiration-cloud-membership/>)
- Courses in Higher Ground Leadership® (<https://secretan.com/pathfinders-certification/>)
- Strategic Visioning (<https://secretan.com/consulting/one-dream/>)
- Keynote speaking (<https://secretan.com/speaking/>)



## APPENDIX B”

CLIENT CONTACT INFORMATION			
<b>COMPANY:</b>	XXXXXXXXX Inc.		
<b>ADDRESS:</b>	XXXXXXXXX Road, Toronto, ON M3J 2K3 Canada	<b>PHONE:</b>	XXXXXXXXX
		<b>FAX:</b>	
<b>CLIENT:</b>	XXXXXXXXXXXXXX	<b>MOBILE PHONE</b>	XXXXXXXXX
<b>TITLE:</b>	CEO		
<b>EMAIL:</b>	XXXXXXXXXXXXXXXXXX.com	<b>WEBSITE:</b>	XXXXXXXXXXXXXXXXXX.com
EVENT INFORMATION			
<b>FEE:</b>	Coaching fee is CAD\$XXXXXX. TERMS: CLIENT will be invoiced on a monthly term in the amount of CAD\$XXXXXXXXXX. The agreement is for a 6 Month period, with 55-minute calls, twice per month and full access to SECRETAN, as necessary, via text or mobile phone.		
<b>LEARNING MATERIALS:</b>	Client may purchase materials at 30% off Retail Prices Posted on <a href="https://secretan.com/estore/">https://secretan.com/estore/</a>		
<b>CANCELLATION POLICY:</b>	Virtual (or in-person) coaching calls that have been scheduled in advance, and confirmed with CLIENT in the Higher Ground Leadership® Coaching Schedule, and then cancelled by CLIENT with less than forty-eight (48) hours’ notice will be invoiced to CLIENT as if they had taken place.		



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## “APPENDIX C”

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### GUIDELINES FOR OUR COACHING RELATIONSHIP

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While coaching is a highly effective way of accelerating your development as a leader, it also represents a significant investment of time and money. Here are fourteen ways to get the most out of your leadership coaching experience.

1. Craft a bold new future. Challenge yourself to move up to a whole new level as a leader. Don't waste this opportunity by settling for minor changes and fine-tuning. Spend time early in the coaching process crafting a picture of the most ambitious future possible for you as a leader. When this picture both excites you and scares you, you will know you have the right one. Expect great things from yourself and the process.
2. Drive the process. Unlike most other learning and development processes, you are responsible for setting your own learning objectives, crafting session agendas and structuring the coaching schedule. This is your show. Take charge. And be very, very selfish. For once, it really is all about you.
3. Steel yourself for a rocky road. If the changes you need to make to really lift your game as a leader were obvious and easy, you would have made them already. Prepare mentally for the rigorous tasks of self-assessment, learning and personal change. Think about what you are willing to learn, invest, risk and sacrifice to accelerate your growth as a leader. Recognize that leadership development is impossible without personal development.
4. Seek out new sources of feedback. Invite the perspectives of others, especially the stuff that is hard to hear. Pick six people who regularly see you in your role as a leader, tell them that you are involved in a leadership development process, and ask them how you can better use your leadership talents to have a larger influence on others.
5. Prepare well for each session. Before each coaching session spend 15 minutes in quiet private contemplation creating an agenda for the coaching dialogue. What are the most important leadership issues facing you at this moment? How have you fared since the last coaching session? How can you best use your time with your coach? Check the Secretan Higher Ground Leadership® Coaching Schedule and



- your “Coaching Assignment List supplied regularly to you by The Secretan Center. Spend another 15 minutes quieting your mind from the frenetic pace of day-to-day organization life. Do what you need to do to get yourself ready to explore new territory, challenge your current thinking and experiment with new leadership practices.
6. Be at your best. Schedule your coaching sessions for times when you are rested; not at the end of the work day when you are drained, tired and out of gas. Coaching is often an intense, arduous process and will be most rewarding when you are at your physical and emotional best.
  7. Focus on outcomes. Great leadership is measured by one thing: the impact that you have on others and how you change the world. It is not about being popular or easy going. Keep asking yourself one question: “What can I do to help others on my team or in my organization become more aligned, engaged, committed, productive and innovative, and above all—more inspired?” You are the instrument of leadership but are measured by how others perform.
  8. Hold on to the important stuff. Use the coaching process to get exceptional clarity on those principles and aspirations that are most important in your role as a leader. Resolve to hold on to these at all costs. Significant, sustained change can only happen when it is rooted in your closely-held personal values.
  9. Let go of the unimportant stuff. Use the coaching process to identify the assumptions, behaviors and habits that no longer serve you well and are best left behind. Think about this process as aggressively pruning your approach to leadership so that you can blossom into a much stronger leader.
  10. Always move forward. Leave every coaching session with at least one specific action that will advance your leadership in some way and commit to completing this action before the next session. This will include things such as experimenting with a new practice, having a difficult conversation, redesigning how you invest your time, restructuring your personal strategies or acquiring the resources you need to meet your goals. As the Spanish proverb says: “Habits are like cobwebs, and then they become cables”.
  11. Reflect on and generalize your learning. After each coaching session, take 15 minutes of private time to reflect on your progress, crystallize your new learning and insights, and determine how you can apply these to other areas of your work and leadership.
  12. Use your coach well. Don’t waste time trying to impress your coach. Your coach assumes that you are a very talented, committed leader with the potential to make a much bigger impact on your team and organization. Your coach is not your personal advisor, counselor or therapist. You will get few recommendations and answers. Your coach, however, has great faith in your ability to chart your own future as a leader and will challenge you, encourage you, confront you, affirm you and provoke you...always in service of your learning and development.



13. Develop the habit of being direct and candid. Use the coaching process to expand your ability to give feedback and constructively confront others. Start with your coach. Let your coach know what is working for you, what isn't and what you would like to change.
14. Celebrate your performance breakthroughs. While coaching is often an arduous process, it can also be a wonderful adventure replete with amazing insights and great personal victories. Take time at each session to talk about your wins, no matter how small, and revel in your progress. Enjoy the journey. It will likely be one of the most rewarding times of your career.